

FILED
WANDA PEARCE

IN THE DISTRICT COURT OF MARSHALL COUNTY
STATE OF OKLAHOMA

MAY 27 2014

Cynthia Gayle Thomas,

Plaintiff,

vs.

The Safeco Insurance Company and
Walter Junior Hamon,

Defendants.

Time _____
Court Clerk of Marshall County
By _____ Deputy

Case No. CJ-14-23

PETITION

Plaintiff, Cynthia Gayle Thomas for her cause of action against Defendants The Safeco Insurance Company and Walter Junior Hamon alleges and states as follows:

JURISDICTION AND VENUE

1. Plaintiff, Cynthia Gayle Thomas is a citizen of the State of Oklahoma and a resident of Marshall County, Oklahoma.

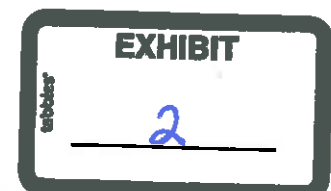
2. Defendant The Safeco Insurance Company (hereinafter "Safeco") is a foreign insurance company licensed to and engaged in the business of insurance in the State of Oklahoma.

3. Defendant Walter Junior Hamon (hereinafter "Hamon") is a citizen of the State of Oklahoma and a resident of Choctaw County, Oklahoma.

4. The motor vehicle collision that gives rise to this lawsuit occurred in Marshall County, Oklahoma and the U.M. and medical payments insurance policy at issue was issued to Plaintiff Thomas who is a resident of Marshall County, State of Oklahoma.

5. The Court has jurisdiction over the subject matter of this action as well as each of the parties pursuant to Okla. Stat. tit. 12, § 2004(F).

6. Venue is proper under Okla. Stat. tit. 12, §§ 137, 141.



FACTUAL BACKGROUND

7. On December 20, 2012, the Plaintiff Cynthia Gayle Thomas was involved in a rear-end motor vehicle collision that occurred on U.S. Highway 70 in front of the Dollar General Store in Kingston, Marshall County, State of Oklahoma. (See Plaintiff's Exhibit 1, the Official Oklahoma Traffic Collision Report).
8. The severity of the rear-end impact from the collision totaled Plaintiff Thomas' vehicle beyond repair from. (See Plaintiff's Exhibit 2).
9. Plaintiff Thomas was injured and taken from the scene by the Marshall County Ambulance Service due to neck injuries from the direct and proximate result of Defendant Hamon's negligence. (See Plaintiff's Exhibit 3).
10. On December 20, 2012, Plaintiff was transported to the Marshall County Medical Center for neck injuries caused by the Defendant Hamon's negligence. (See Plaintiff's Exhibit 4).
11. After discharge from the Marshall County Medical Center, Plaintiff continued to receive medical care from several other medical providers, and; after conservative medical treatment, the Plaintiff underwent a cervical discogram study of her C3-4; C4-5; C5-6 and C6-7 spinal segments which study revealed Mrs. Thomas was suffering from annual tears within the disc structure. (See Plaintiff's Exhibits 5 and 6).
12. To date, Mrs. Thomas' medical expenses are approximately Twenty Five Thousand Five Hundred Fifty Dollars and Eighty Cents (\$25,550.80).
13. On January 2, 2013, Defendant Safeco forwarded Plaintiff a medical authorization in relationship to her first party claims which the Plaintiff executed and returned to Safeco pursuant to Safeco's request. (See Plaintiff's Exhibit 7).

14. Defendant Safeco's January 2, 2013 correspondence also advised Mrs. Thomas of her \$2000.00 in medical payments coverage. Defendant Safeco, however, completely failed and/or refused to advise or explain to Mrs. Thomas that she also had underinsured motorist coverage.

15. On January 8, 2013, Defendant Safeco acknowledge its understanding that the Plaintiff's vehicle was a total loss. (Plaintiff's Exhibit 8).

16. On January 25, 2013, Defendant Safeco forwarded Mrs. Thomas a letter confirming that Safeco was investigating the claim, and; Safeco demanded that Mrs. Thomas advise Safeco prior to her entering into any settlement with Defendant Hamon. (See Plaintiff's Exhibit 9).

17. Not receiving any meaningful assistance from Defendant Safeco, on September 5, 2013, the Plaintiff retained attorneys' Mary Faulkner and James Dunn to represent her in regard to her claims arising from the December 20, 2012 collision.

18. On September 20, 2013, Plaintiff's attorney forwarded Defendant Safeco a certified letter placing Safeco on notice that Mrs. Thomas was making a U.M./U.I.M. and Medical Payments claim. (See Plaintiff's Exhibit 10).

19. On September 20, 2013, Plaintiff, through her attorney, also formerly requested a Declaration Sheet and a certified copy of Mrs. Thomas' insurance coverage from Safeco. (See Plaintiff's Exhibit 10).

20. Defendant Safeco received Plaintiff's notice of U.M./U.I.M. and Medical Payments claim by fax on September 20, 2013 at 12:48 p.m. (See Plaintiff's Exhibit 10, page 2).

21. Defendant Safeco also received Plaintiff's request for a certified copy of Plaintiff's insurance declaration page by fax on September 20, 2013 at 12:48 p.m. (See Plaintiff's Exhibit 10, page 2).

22. The fax number shown on the Plaintiff's confirmation page of (888) 268-8840 is Safeco's published fax number pursuant to its previous correspondences sent to Plaintiff. (See Plaintiff's Exhibits 7 and 9).

23. On March 28, 2014, Plaintiff's counsel forwarded to Safeco all documents the Plaintiff had requested and received to date by certified and return receipt requested mail which documents included the Official Oklahoma Traffic Collision Report, photographs, medical record and medical bills totaling \$14,849.80. (See Plaintiff's Exhibits 7 and 11).

24. On March 28, 2014, Plaintiff's counsel also placed Safeco on demand for the tendering of Mrs. Thomas' U.M. and Medical Payments funds under her policy as Safeco admitted there was \$2,000.00 of medical payments coverage which is substantially less than the \$14,849.80 of medical bills that Safeco received with U.M./U.I.M. and Medical Payments demand. (See Plaintiff's Exhibit 11).

25. Plaintiff's counsel also advised Safeco that the Plaintiff would supplement further medical specials if additional information were obtained. (See Plaintiff's Exhibit 11).

26. Defendant Safeco received the Plaintiff's U.M./Medical Payments demand through its parent company Liberty Mutual Insurance. (See Plaintiff's Exhibit 11, page 2).

27. Plaintiff's U.M./U.I.M. and Medical Payments demand was addressed to, and received by, post office box 515097, Los Angeles, California, 90051-5097, Safeco's published address previously provided to the Plaintiff by Safeco. (See Plaintiff's Exhibits 7 and 9).

28. Plaintiff's counsel, on April 16, 2014, forwarded to Defendant Safeco by certified and return receipt requested mail, some supplemental records and bills from Excel Therapy pertaining to the December 20, 2102 automobile accident. (See Plaintiff's Exhibit 12).

29. Defendant Safeco received the Plaintiff's U.M./Medical Payments demand through its parent company Liberty Mutual Insurance. (See Plaintiff's Exhibit 12, page 2).

30. Plaintiff sent Safeco the supplemental records obtained by Plaintiff by certified and return receipt requested to its published address previously provided to Plaintiff: Post office box 515097, Los Angeles, California, 90051-5097. (See Plaintiff's Exhibits 7 and 9).

31. On May 15, 2014, Defendant Hamon's liability insurance claims service offered Defendant Hamon's minimal liability policy limits of Twenty Five Thousand Dollars (\$25,000.00). (See Plaintiff's Exhibit 13).

32. Safeco completely ignored Plaintiff's counsel letter of September 20, 2013 requesting a certified copy of Plaintiff's insurance declaration page. In a further attempt to obtain Mrs. Thomas' policy of insurance with Safeco, Plaintiff Mrs. Thomas personally contacted Defendant Safeco's local agent on May 16, 2014 to requests a copy of her policy and declaration page. Mrs. Thomas, however, was advised by her local agent that it will take Safeco approximately two or three weeks to provider her the requested information and that the Plaintiff should contact Safeco directly to request the certified policy and declaration page.

33. On May 16, 2014, Plaintiff Mrs. Thomas personally confirmed with Defendant Safeco's agent that she did in fact have U.M./U.I.M. and Medical Payments first party benefits at the time of the December 20, 2012 automobile accident. Safeco's local agent, however, advised that Plaintiff would have to get the certified copies of the policy and declaration page from Safeco.

34. To date, Defendant Safeco has failed to remit to the Plaintiff a certified copy of the Plaintiff's insurance policy and/or the declarations page of such policy even though Safeco has known of the accident as early as January 2, 2013 (Plaintiff's Exhibit 7) and had received an official demand for such basic policy information since September 20, 2013. (Plaintiff's Exhibit 10).

35. To date, Defendant Safeco has completely refused and failed to tender the Plaintiff's Medical Payments benefits for the December 20, 2012 automobile collision.
36. To date, Defendant Safeco has completely refused and failed to remit to Plaintiff any underinsured motorist benefits for the December 20, 2012 automobile collision.
37. To date, Defendant Safeco has completely refused and failed to even acknowledge Plaintiff's U.M. claim for the December 20, 2012 automobile collision.
38. To date, Defendant Safeco has completely refused and failed to remit to Plaintiff the very basic policy and declarations page as required by Oklahoma law.
39. To date, Defendant Safeco has failed to communicate, whatsoever, with Plaintiff's counsel regarding Plaintiff's first party medical payments claims and/or the Plaintiff's first party uninsured/underinsured motorist (U.M./U.I.M.) claim.
40. To date, Defendant Safeco has never contested in any manner the causation, nature and/or extent of the Plaintiff's injuries.
41. To date, Defendant Safeco has never contested in any manner the reasonableness of the Plaintiff's medical treatment and/or the amount of the Plaintiff's medical bills.
42. Pursuant to the express demands of Safeco, the Plaintiff has no ability to accept and/or release Defendant Hamon pursuant to the January 25, 2013 correspondence forwarded to Mrs. Thomas by Defendant Safeco's subrogation department. (See Plaintiff's Exhibit 9).
43. Safeco, citing specific policy language mandating that Plaintiff do nothing to prejudice Safeco, specifically stated that Plaintiff was required to contact Safeco before accepting any settlement offer. (See Plaintiff's Exhibit 9).
44. Plaintiff has been unable to effectuate any liability settlement because Safeco refuses to acknowledge the Plaintiff's claims, provide her with a complete copy of the policy,

provide her with the declarations page showing Plaintiff the extent of her coverage, and; Safeco has failed to communicate, investigate and/or assist Plaintiff in any meaningful way to resolve Plaintiff's automobile insurance claims.

45. Due to Defendant Safeco's failures, the Plaintiff is unable to assess the amount and degree of the excess liability that Defendant Hamon is subjected to in regard to the December 20, 2012 automobile collision causing the Plaintiff to file this litigation so that a jury can determine the extent of the Plaintiff's damages.

46. As a result of the collision of December 20, 2012, Mrs. Thomas sustained severe and permanent bodily injuries, suffered pain of body and mind, and has incurred expenses for medical attention, with general and special damages totaling in excess of \$75,000.00.

47. As a result of Safeco's acts and/or inactions, Plaintiff has sustained the loss of use of any insurance proceeds; embarrassment; loss of reputation along with mental pain and suffering.

48. As a result of Safeco's acts and/or inactions, Plaintiff has been forced to file this litigation against Safeco for the policy benefits she is rightfully due and against the Defendant Hamon due to the excess liability of Defendant Hamon and Safeco's complete failure to assist the Plaintiff, a first party insured.

49. Safeco's failures in this matter are a consistent business practice of failing to adequately train its first party claims handling employees; supervise its first party claims handling employees, and; Safeco's failure to institute reasonable policies and procedures to ensure that its first party claims adjusters handling Oklahoma claims comply with Safeco's duty of good faith and fair dealing.

CAUSE OF ACTION

I. Safeco's Breach of Contract – U.M./U.I.M. Benefits

50. Plaintiff Thomas fully incorporates into this Paragraph each and every allegation contained in the preceding paragraphs of this Petition as if each were fully iterated verbatim herein.

51. At the time of the accident, Plaintiff Thomas was insured under an automobile policy of insurance issued by Safeco, Policy No. Y6641757 (the "Policy"), which on information and belief provided U.M./U.I.M. coverage and Medical Payments coverage.

52. Defendant Hamon does not have sufficient liability insurance to fully compensate Plaintiff Thomas for the bodily injury she sustained in the accident and, thus, was an underinsured motorist.

53. Pursuant to the terms of the Policy, Safeco is to compensate an insured person for all sums that the insured person is legally entitled to recover as damages from the owner or operator of an uninsured or underinsured motor vehicle because of bodily injury she sustained.

54. Plaintiff Thomas made a claim to Safeco for U.M./U.I.M. benefits, as she is an insured person legally entitled to recover damages from the operator of an underinsured motor vehicle as a result of the bodily injury she sustained in the collision.

55. All conditions precedent to Safeco's liability under the Policy have been performed including the payment of all premiums necessary to keep the Policy in effect and the presentation of claims by insured persons for bodily injury damages under the U.M./U.I.M. coverage.

56. Defendant Safeco failed and refused to fully compensate Plaintiff Thomas for the bodily injury she sustained in the collision proximately caused by the negligence Defendant Hamon.

57. Defendant Safeco materially breached the terms of the insurance contract with Plaintiff Thomas by refusing to pay Plaintiff Thomas all benefits owed under the contract of insurance..

II. Safeco's Breach Of Contract – Medical Payments Benefits.

58. Plaintiff Thomas fully incorporates into this Paragraph each and every allegation contained in the preceding paragraphs of this Petition as if each were fully iterated verbatim herein.

59. At the time of the accident, Plaintiff Thomas was insured under an automobile policy of insurance issued by Safeco, Policy No. Y6641757 (the "Policy"), which on information and beleif provided Medical Payments coverage in the amount of two thousand dollars (\$2,000.00).

60. Pursuant to the terms of the Policy, Safeco is to pay all reasonable expenses for necessary medical treatment and/or services provided to the insured person.

61. Plaintiff Thomas received medical treatment for injuries she sustained in the collision and made a claim to Safeco for Medical Payments benefits, as she is an insured person entitled to payment for all reasonable expenses incurred for necessary medical treatment and/or services because of the injuries she sustained in the collision.

62. All conditions precedent to Safeco's liability under the Policy have been performed including the payment of all premiums necessary to keep the Policy in effect and the presentation of claims by insured persons for bodily injury damages under the Medical Payments coverage.

63. Defendant Safeco failed and refused to fully compensate Plaintiff Thomas the Medical Payments benefits for medical expenses incurred due to the injury she sustained in the collision.

64. Defendant Safeco materially breached the terms of the insurance contract with Plaintiff Thomas by refusing to pay Plaintiff Thomas all benefits owed under the contract.

III. Safeco's Breach Of The Duty Of Good Faith And Fair Dealing.

65. Plaintiff Thomas hereby incorporates each of the preceding paragraphs as if set forth fully herein.

66. Safeco owes Plaintiff Thomas, its insured, the duty to deal fairly and in good faith with her.

67. Safeco has delayed, without proper cause or justification, paying Plaintiff Thomas all benefits she is owed under the insurance contract.

68. Safeco has refused, without proper cause or justification, to pay Plaintiff Thomas all benefits she is owed under the insurance contract.

69. Safeco knowingly and intentionally failed to engage in proper claims handling practices and failed to fully and reasonably compensate its insured in an amount promised for losses covered under its automobile insurance policies.

70. Safeco breached said duty in one or more of the following ways:

- a. Failing to open or unreasonably delaying opening a UM and/or Medical Payments claim;
- b. Failing to investigate or unreasonably delaying the investigation of Plaintiff's UM and/or Medical Payments claims;
- c. Failing to evaluate or unreasonably delaying evaluation of Plaintiff's UM and/or Medical Payments claims;
- d. Under-evaluating or failing to evaluate Plaintiff's UM and/or Medical Payments claims;
- e. Failing to offer Plaintiff any amount or offering Plaintiff less than the full value of her UM and/or Medical Payments claims;

- f. Refusing to fully compensate Plaintiff in accordance with the terms of the insurance contract, and/or
- g. Failing to set up a UM claim even though it had notice of the claim and automobile collision.

71. Defendant Safeco engaged in these improper claims practices knowing that its insured would suffer financial harm.

72. Defendant Safeco deprived Plaintiff Thomas of the very protection she was promised, which she trusted Safeco to provide and for which she paid substantial premiums.

73. Defendant Safeco put its interests in maximizing financial gains, and limiting disbursements above the interests of its insured, Plaintiff Thomas.

74. Defendant Safeco forced Plaintiff Thomas to file a lawsuit to discovery and obtain the benefits she is owed.

75. As a consequence of Defendant Safeco's breach of the duty of good faith and fair dealing, Plaintiff Thomas sustained damages, including deprivation of benefits owed under the Policy, attorney's fees and litigation costs, in excess of seventy-five thousand dollars (\$75,000.00).

76. The conduct of Defendant Safeco was intentional, willful, malicious, and/or in reckless disregard of the rights of insureds, including Plaintiff Thomas.

77. The actions of Defendant Safeco, or complete lack of action, during the handling of Plaintiff Thomas's claims and other similar claims clearly and convincingly demonstrate a recklessly disregard of its duty to deal fairly and act in good faith with its insured, including Plaintiff Thomas, and/or clearly and convincingly demonstrates that Defendant Safeco actions or lack thereof were intentional without just cause or excuse.

78. The actions of Defendant Safeco were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. In furtherance of its corporate goal, Defendant Safeco treatment of its insureds, including Plaintiff Thomas, constitutes conduct that risks harm to many.

79. Plaintiff Thomas therefore seeks exemplary damages in an amount sufficient enough to deter such conduct and serve as an incentive for insurance companies, including Defendant Safeco, to abide by its obligation to deal fairly and in good faith with insureds.

IV. Negligence Of Walter Junior Hamon.

80. Plaintiff Thomas hereby incorporates each of the preceding paragraphs 7, 8, 9, 10, 11, 12 and 45 as if set forth fully herein.

81. That the Defendant Walter Junior Hamon was careless, reckless, negligent and negligent per-se in one or more of the following way:

- a. In failing to observe and appropriately yield to traffic control signals;
- b. In failing to keep a proper lookout for vehicles on the above described public roadway, in particular Plaintiff's vehicle;
- c. In failing to operate his vehicle as a careful and prudent operator of a motor vehicle; in particular, in failing to use the means at hand, (i.e., the steering and the braking mechanisms) to avoid the above described accident;
- d. In failing to exercise the degree of care required of a reasonably prudent person under the same or similar circumstances, taking into account the visibility, the locations of the vehicles, and other relevant factors.

82. That as a result of the acts by the Defendant Walter Junior Hamon, Plaintiff has and will continue to suffer severe mental and physical pain, psychological stress, and loss of capacity, and permanent bodily injury:

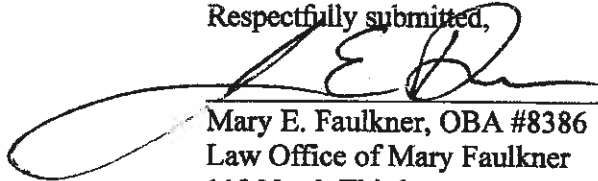
83. That due to the acts of the Defendant Walter Junior Hamon, Plaintiff has sustained permanent and continuing injuries and has incurred (and will continue to incur) pain, suffering, permanent impairment and medical expenses, costs and attorney fees all to his detriment in excess of Seventy-Five Thousand Dollars (\$75,000.00) for which she prays judgment.

84. There is evidentiary support or there will likely be evidentiary support after a reasonable opportunity for further investigations or discovery for the factual allegations in this Petition.

PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiff Cynthia Gayle Thomas seeks damages against Defendant The Safeco Insurance Company for breach of contract and for the failure to deal in good faith, both actual, compensatory and exemplary damages in an amount in excess of Seventy Five Thousand Dollars (\$75,000.00), along with interest, court costs, attorney fees and such other relief as the Court deems just and equitable; and against the Defendant Walter Junior Hamon in an amount in excess of Seventy Five Thousand Dollars (\$75,000.00) along with interest, court costs, attorney fees and such other relief as the Court deems just and equitable.

Respectfully submitted,



Mary E. Faulkner, OBA #8386
Law Office of Mary Faulkner
119 North Third
Durant, OK 74701
(580) 924-9600 telephone
(580) 924-4448 facsimile
faulknerlaw@yahoo.com

and

James E. Dunn, OBA # 15222
JAMES DUNN & ASSOCIATES, PLLC
1138 North Robinson Avenue
Oklahoma City, OK 73103
Telephone: (405) 239-1000
Facsimile: (405) 239-1003
jim@usattorney.com

and

Scott B. Hawkins, OBA #21694
James Dunn & Associates, PLLC
1138 North Robinson Avenue
Oklahoma City OK 73103
(405) 239-1000
(405) 239-1003 fax
scott@usattorney.com

ATTORNEYS FOR PLAINTIFF

ATTORNEY'S LIEN CLAIMED

DO NOT WRITE IN THIS SPACE

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

Incident Report

Investigation Completed

Investigation Made at Scene

Photographs

Pg 1 of 4

Y N

Revised ☒ Y N

Fatality ☒ Y N

Hit and Run ☒ Y N

(1) Reporting Agency
KINGSTON POLICE DEPARTMENT

Case Number (Agency Use)
TR-1220120

(2) Date of Collision: (mm/dd/yyyy) 12/20/12 Time 1250 County Number and Name 48 MARSHALL

Motor Vehicles Involved 2 Number Injured 1 Number Killed 0

(3) Distance from Nearest City or Town Limits
In ☒ Near 05 KINGSTON

(4) Street, Road or Highway
US HIGHWAY 70

(5) Unit Occupants Type
01 2 D HAMON

(6) Address
PO BOX 419 BOSWELL OK 74727 Telephone (Use Area Code) 5805662388

(7) Driver License Number
OK 5805662388

(8) Ejected Extricated Test (% BAC) Transported by To Medical Facility License Plate Number State Month Year

(9) VIN 3B7HC13Z61M269788 Vehicle Year 2001 Color GOL 2nd Color DODG Model Q15 Veh. Conf. 04 Extent of Damage 4

(10) Insurance Company Name AMERICAN INSURANCE COMPANY Policy Number R009690034 Insurance Telephone (Use Area Code) 8003247771

(11) Vehicle Removed by RICHARDS WRECKER SERVICE Owner's Last Name First Middle Suffix

(12) Owner's Address
City State Zip

(13) Citation Number Statute/Ordinance Number Citation Number Statute/Ordinance Number

(14) Unit Occupants Type
02 1 D THOMAS

(15) Address
4103 KEELER ROAD KINGSTON OK 73439 Telephone (Use Area Code)

(16) Driver License Number
OK 73439

(17) Ejected Extricated Test (% BAC) Transported by To Medical Facility License Plate Number State Month Year

(18) VIN 1GNDX03E83D162404 Vehicle Year 2003 Color TAN 2nd Color CHEV Model VTR Veh. Conf. 21 Extent of Damage 4

(19) Insurance Company Name SAFECO INSURANCE COMPANY Policy Number 5809240578 Insurance Telephone (Use Area Code)

(20) Vehicle Removed by JOHN&SONS WRECKER SERVICE Owner's Last Name First Middle Suffix

(21) Owner's Address
City State Zip

(22) Citation Number Statute/Ordinance Number Citation Number Statute/Ordinance Number

(23) Investigating Officer MAJOR DAVID ERVIN Badge Number 302 Trip/Div. Assigned Trip/Div. Location Reviewer (Init.) Reviewer Badge Number Date of Report (mm/dd/yyyy) 12/21/12

Unit Type
0 Driver
1 Pedestrian
2 Pedestrian
3 Conveyance
4 Bicyclist

Injury Severity
0 N/A
1 No Injury
2 Possible
3 Incapacitating
4 Fatal
5 Unknown

Type of Injury
0 N/A
1 Head
2 Trunk - Internal
3 Trunk - External
4 Arms
5 Legs
6 Unknown

Driver/Pedestrian Condition
00 Not Applicable
01 Apparently Normal
02 Drinking - Ability Impaired
03 Odor of Alcohol Beverage
04 Illegal Drugs
05 Under the Influence of (Specify)
06 Drowsy
07 Emotional
08 Very Tired
09 Other
10 Unknown

Occupant Protection (OP) in Use
00 Not Applicable
01 None Used
02 Lap Belt Only
03 Shoulder Belt Only
04 Shoulder and Lap Belt
05 Child Restraint Type Unknown
06 Restraint Used - Type Unknown
07 Helmet
08 Child Restraint - Forward Facing
09 Child Restraint - Rear Facing
10 Booster Seat
11 Other
12 Unknown

Air Bag Deployed
0 Not Deployed
1 Deployed - Front
2 Deployed - Side
3 Deployed - Other (Specify)

Ejected
0 Not Applicable
1 Not Ejected
2 Ejected
3 Ejected, Partially

Extricated
0 N/A
1 No
2 Yes

Chemical Test
0 N/A
1 Blood
2 Breath
3 Blood/Breath
4 Test Released
5 None Given
6 Other

Extent of Damage
0 N/A
1 None
2 Minor
3 Functional
4 Disabling
5 Unknown

Insurance Verification
0 N/A
1 No
2 Owner

Overized Load
0 N/A
1 Not Permitted
2 Permitted

Occupant Protection (OP) in Use
00 N/A
01 Boat Trailer
02 House Trailer
03 Farm Trailer
04 Horse Trailer

WARNING - STATE LAW

Use of contents for commercial solicitation is unlawful

4084

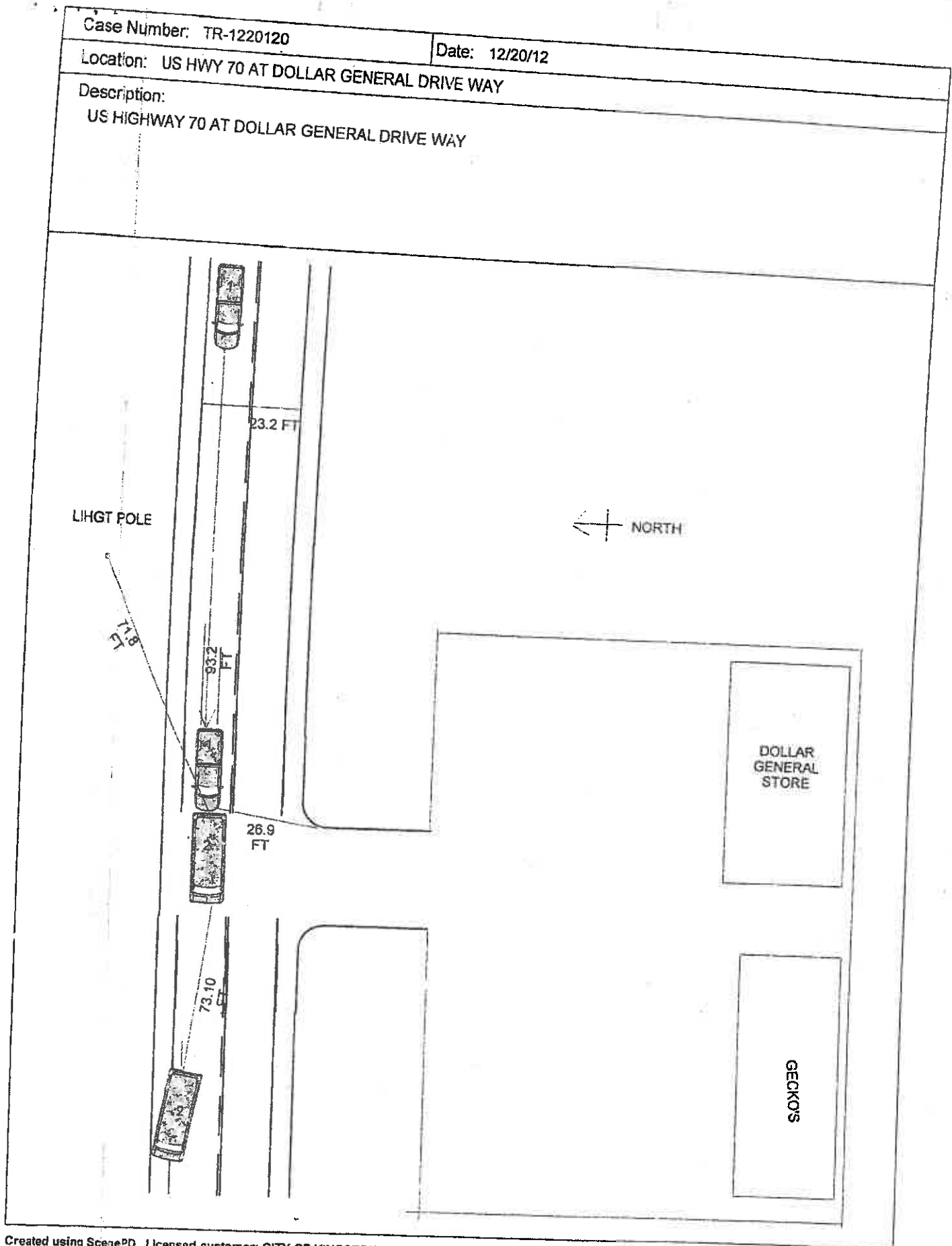
Case Number: TR-1220120

Date: 12/20/12

Location: US HWY 70 AT DOLLAR GENERAL DRIVE WAY

Narrative:

UNIT 2 WAS STOPPED IN ROAD WAY ABOUT TO MAKE A LEFT TURN INTO THE DOLLAR GENERAL PARKING LOT. UNIT 1 WAS WEST BOUND ON US HIGHWAY 70. UNIT 1 STRUCK UNIT 2 IN THE REAR. POINT OF IMPACT IS 71.8 FT SW OF LIGHT POLE ON THE NORTH SIDE OF US HWY 70 AND 26.9 FT NW EDGE OF ROADWAY OF DOLLAR GENERAL DRIVEWAY. POINT OF REST FOR UNIT 1 IS THE SAME AS POINT OF IMPACT. UNIT 2 THEN TRAVELLED ANOTHER 73.10 FT NW OF POINT OF IMPACT AND CAME TO REST ON THE NORTH SHOULDER OF US HIGHWAY 70. DRIVER OF UNIT 2 WAS TRANSPORTED BY MARSHALL COUNTY EMS TO IMCMC IN MADILL. THE DRIVER OF UNIT 2 WAS COMPLAINING OF NECK PAIN. PASSENGER OF UNIT 1 WAS COMPLAINING OF CHEST PAIN. PASSENGER WAS EXAMINED BY EMS AND RELEASED. UNIT 1 WAS TOWED FROM SCENE BY RICHARDS WRECKER SERVICE. UNIT 2 WAS TOWED BY JOHN&SONS WRECKER SERVICE.- END OF STATEMENT.



Case Number -TR-1220120

Latitude

--	--	--	--

Longitude

N				
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Railroad Crossing Number

W	
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Roadway Orientation

Unit Number

NE

SW

Pg 3 of 4

Unit Number

NE

SW

Indicate North
by Arrow

COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	00	00	00	00	00	
02	0	0	0	0	0	0

- 00 Not Applicable
- 10 Overtum/Rollover
- 11 Fire/Explosion
- 12 Immersion
- 13 Jackknife
- 14 Cargo/Equipment Loss or Shift
- 15 Equipment Failure (Blown Tire, Brake Failure, etc.)
- 16 Separation of Units
- 17 Departed Road Right
- 18 Departed Road Left
- 19 Cross Median/Centerline
- 20 Downhill Runaway

- 21 Fell/Jumped From Motor Vehicle
- 22 Thrown Or Falling Object
- 23 Other Non-Collision
- PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:
- 30 Pedestrian
- 31 Pedal Cycle
- 32 Railway Vehicle (train, engine)
- 33 Animal
- 34 Motor Vehicle in Transport
- 35 Parked Motor Vehicle
- 36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

- 37 Work Zone/Maintenance Equipment
- 38 Other Non-Fixed Object
- FIXED OBJECT:
- 40 Barrier (Cable)
- 41 Barrier (Concrete)
- 42 Barrier (Other)
- 43 Fence Pole
- 44 Fence
- 45 Traffic Signal Support
- 46 Traffic Sign Support
- 47 Utility Pole/Light Support
- 48 Other Post/Pole/Support
- 49 Guardrail/Guardrail Face
- 50 Guardrail End
- 51 Culvert
- 52 Curb
- 53 Island
- 54 Sand Barrels
- 55 Impact Attenuator/ Crash Cushion

- 56 Pavement Drop-Off
- 57 Ditch
- 58 Embankment
- 59 Tree (Standing)
- 60 Dividing Strip
- 61 Retaining Wall
- 62 Bridge Abutment
- 63 Bridge Pier or Support
- 64 Bridge Rail
- 65 Bridge Post
- 66 Bridge Curb
- 67 Bridge Super Structure (Beams)
- 68 Bridge Overhead Structure
- 69 Delineator
- 70 Mailbox
- 71 Other Fixed Object
- 72 Other Highway Structure
- 73 Ground
- 99 Unknown

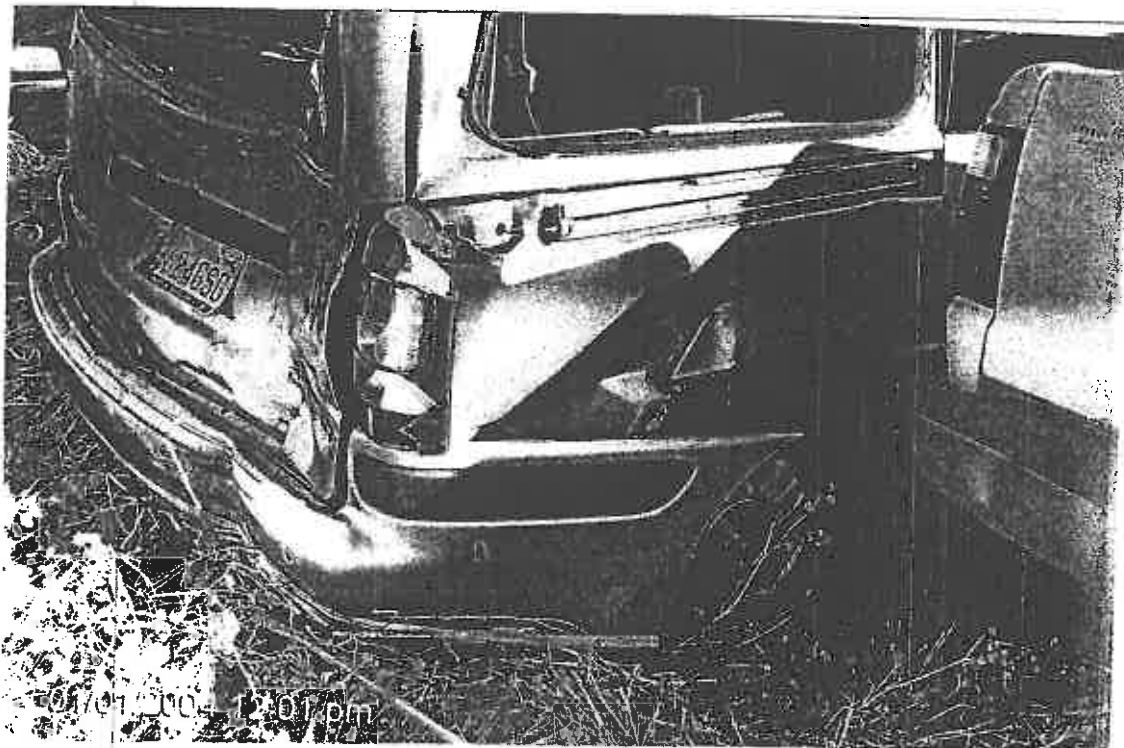
Remarks

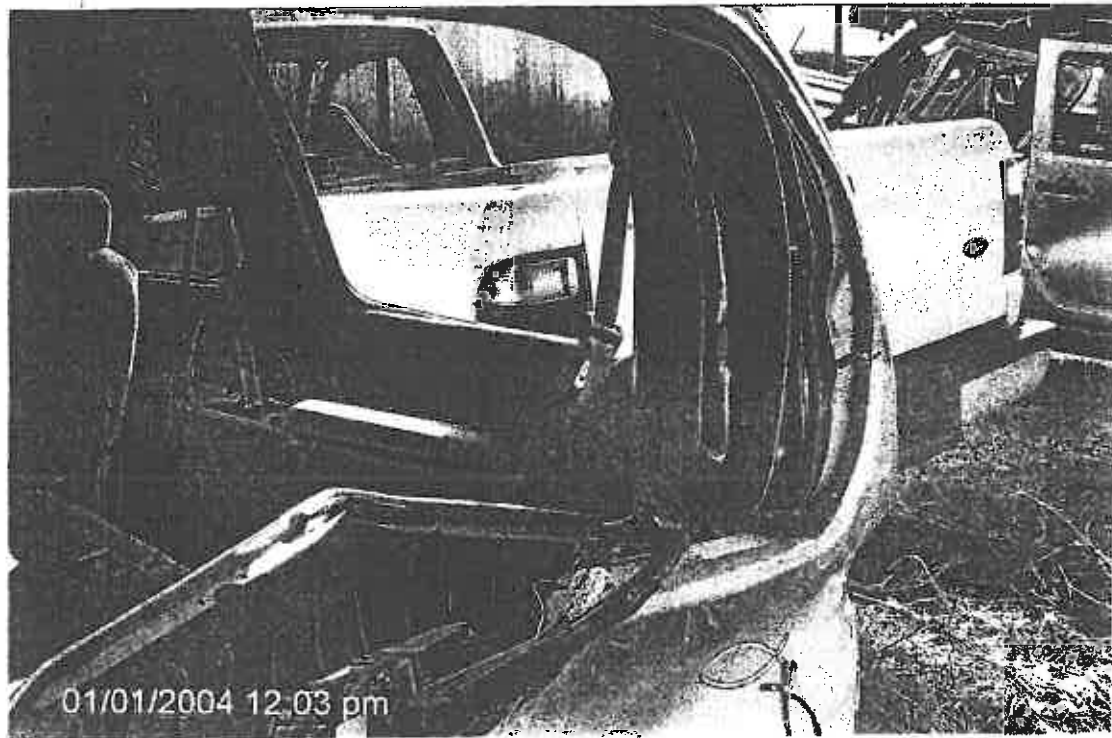
SEE ATTACHMENT

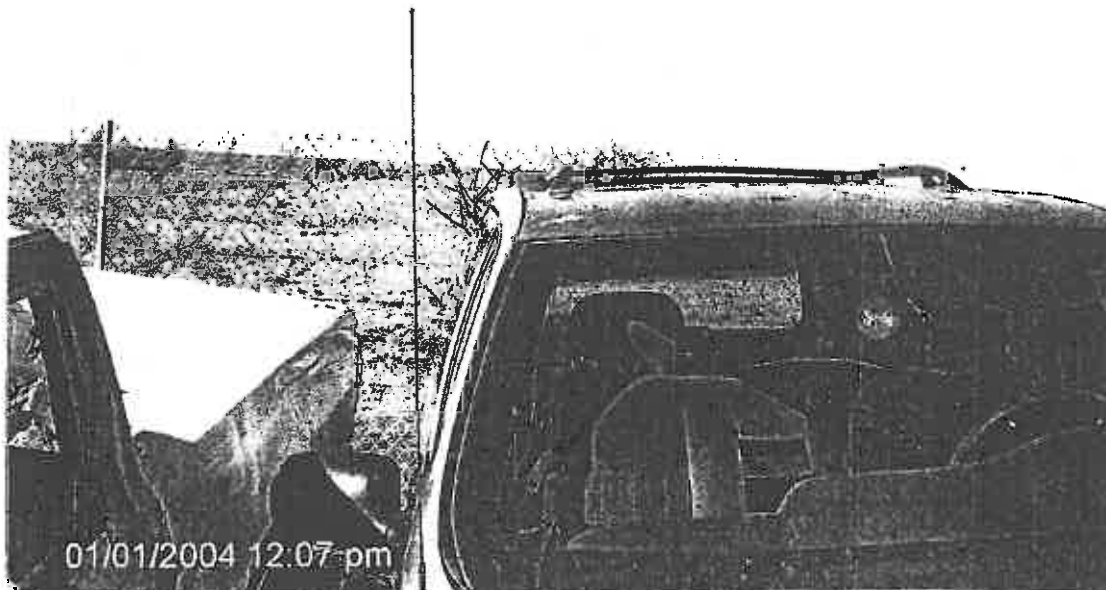
This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

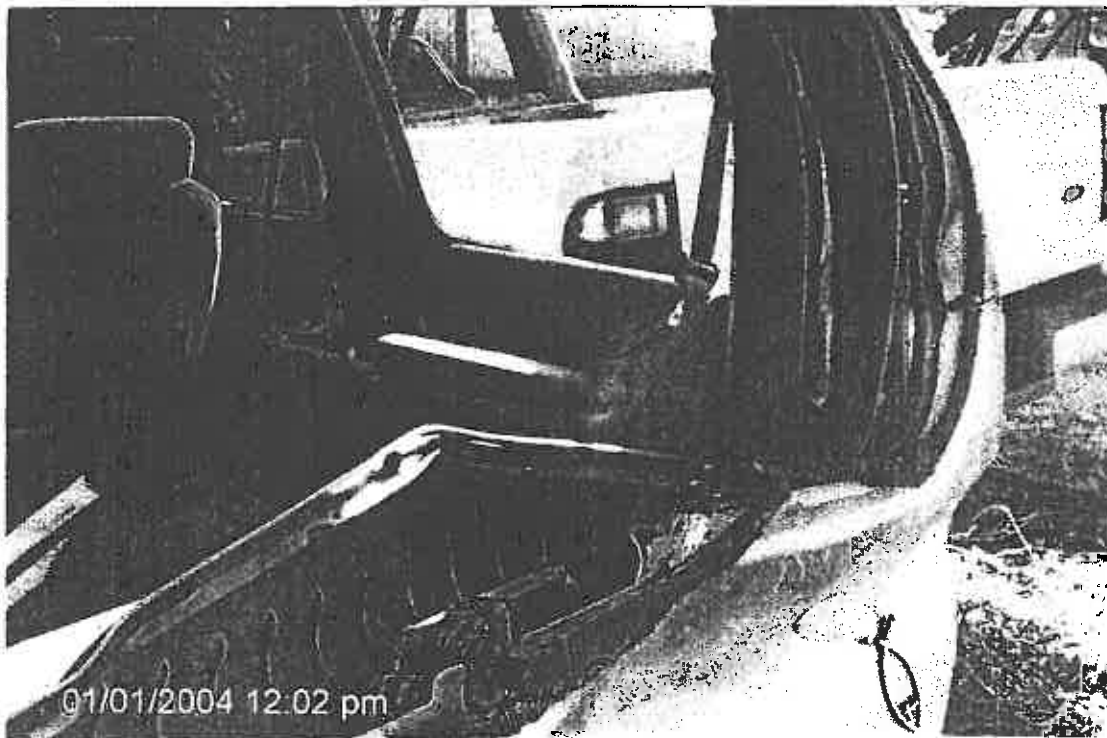
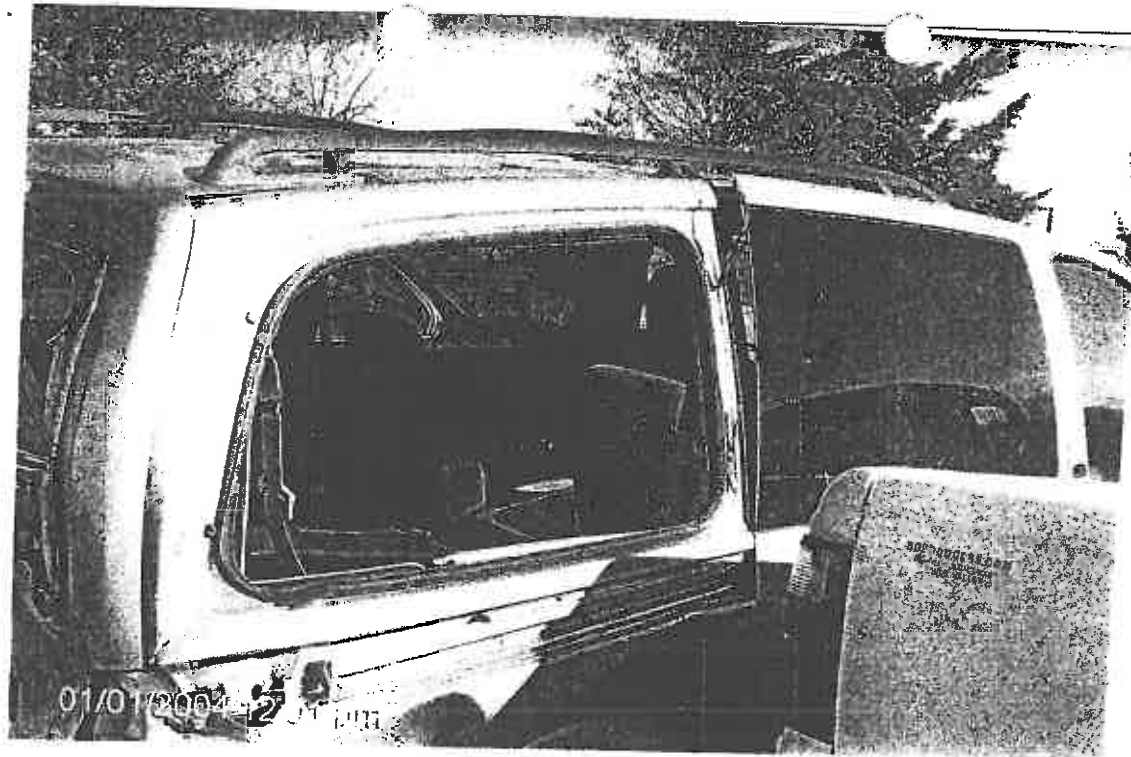
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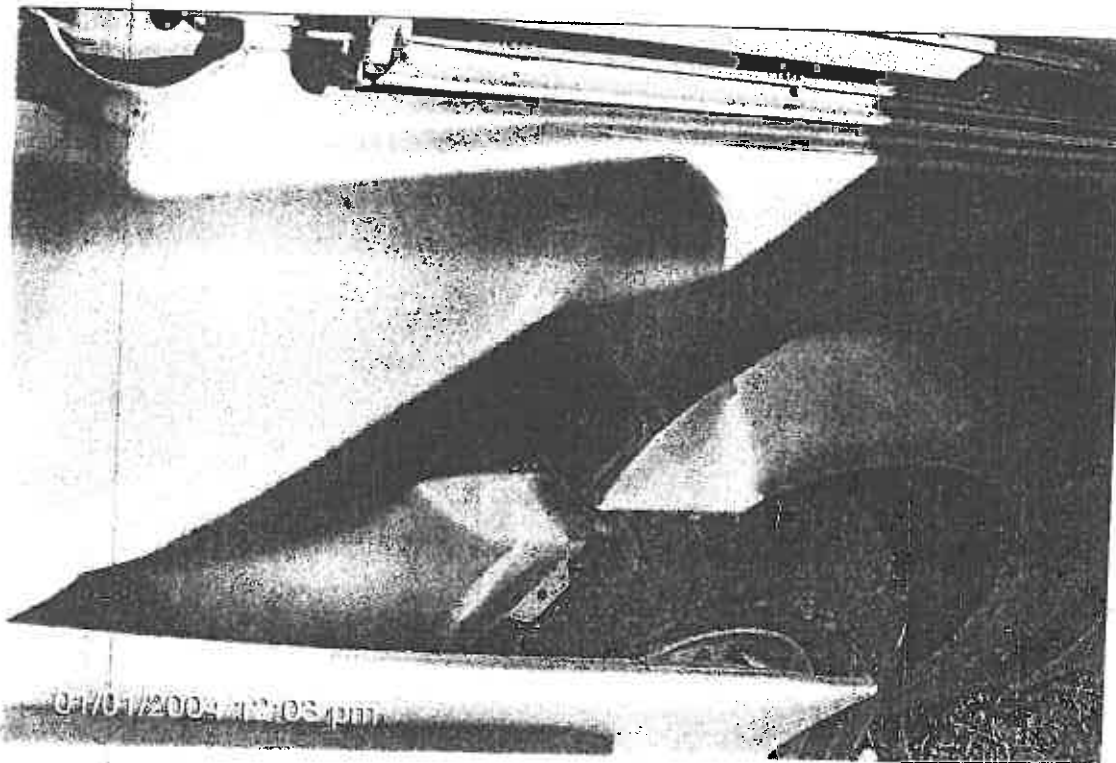
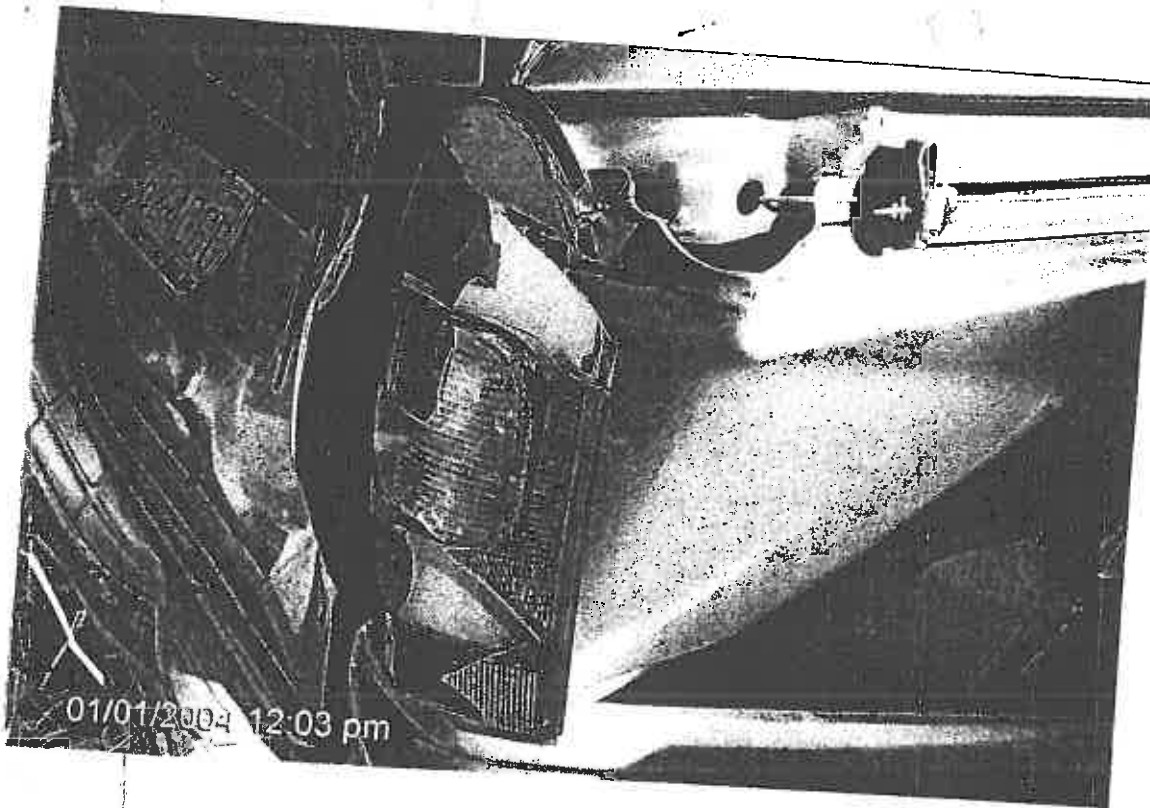


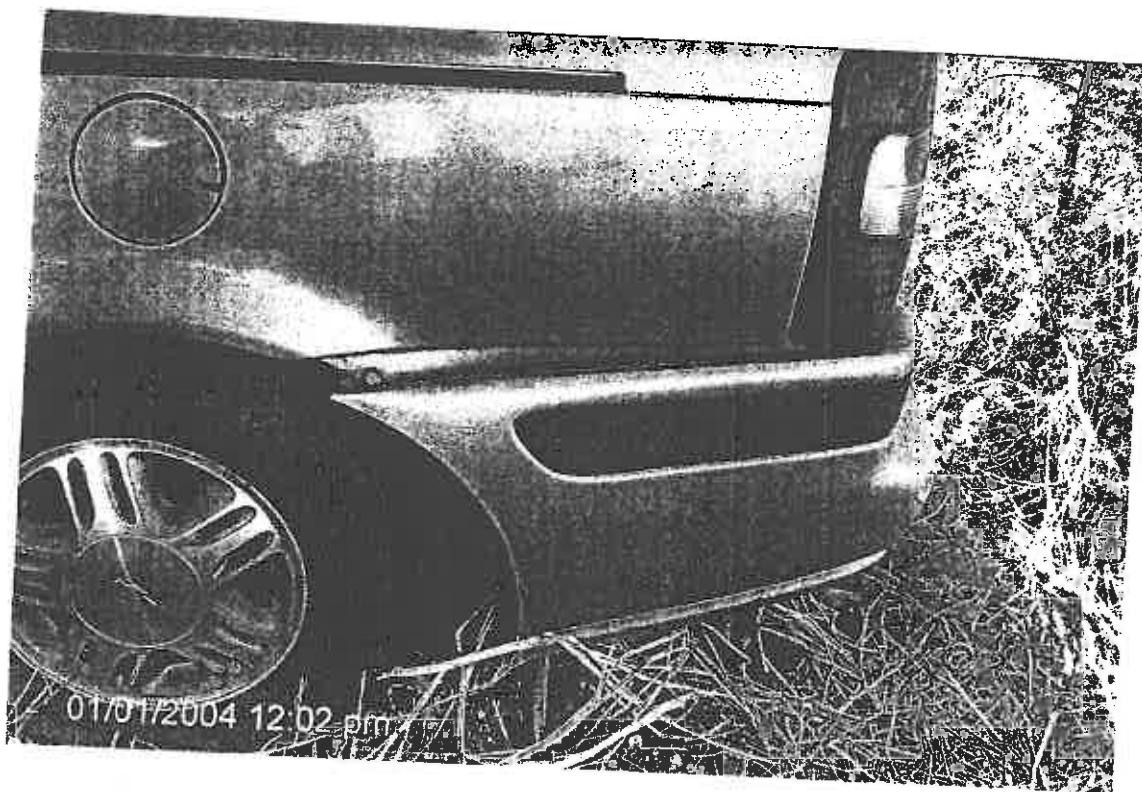












Page 1

Prehospital Care Report

1. INCIDENT REPORT DATE 12-20-2012				2. OKLAHOMA REPORT NUMBER 127121950				3. EMS AGCY # 127				4. VEHICLE NUMBER 1110							
5. EMS UNIT CALL SIGN 110				6. STATION # 01				7. INCIDENT/PATIENT DISPOSITION <input checked="" type="checkbox"/> Treated, Transport EMS <input type="checkbox"/> No Patient Found <input type="checkbox"/> No Treatment Required <input type="checkbox"/> Pt Refused Care <input type="checkbox"/> Treated, Transferred Care <input type="checkbox"/> Treated & Released <input type="checkbox"/> Treated, Transported Private Vehicle <input type="checkbox"/> Dead at Scene <input type="checkbox"/> Treated, Transported Law Enforcement <input type="checkbox"/> Canceled											
8. INCIDENT ADDRESS 112470 00110 N Glen																			
9. INCIDENT CITY K. 003 Pon						10. INCIDENT ST 6/R		11. INCIDENT ZIP 73439				12. INCIDENT COUNTY 48							
13. RESPONSE MODE TO SCENE				14. FROM SCENE				Run Times -				19. Unit Arrived at Scene: 1253							
<input checked="" type="checkbox"/> Lights/Sirens				<input type="checkbox"/> No Lights/Sirens				Use Military Time				20. Arrived at Patient: 1254							
<input type="checkbox"/> Initial Lights/Sirens Downgraded to no Lights/Sirens				<input type="checkbox"/> Initial No Lights/Sirens Upgraded to Lights/Sirens				15. Estimated Time of Onset: 1238				21. Unit Left Scene: 1302							
								16. PSAP / Initial Call for Help: 1240				22. Patient Arrived at Destination: 1112							
								17. Unit Notified by Dispatch: 1241				23. Unit Back in Service: 1315							
								18. Unit Enroute: 1242				24. Unit Back at Home Location:							
25. TYPE OF SERVICE REQUESTED <input checked="" type="checkbox"/> 911 Response <input type="checkbox"/> Medical Transport <input type="checkbox"/> Interfacility Transfer <input type="checkbox"/> Intercept <input type="checkbox"/> Mutual Aid <input type="checkbox"/> Standby						26. INCIDENT LOCATION TYPE <input type="checkbox"/> Home/residence <input type="checkbox"/> Farm <input type="checkbox"/> Mine/quarry <input type="checkbox"/> Industrial place <input type="checkbox"/> Sport/recreation place <input type="checkbox"/> Street/highway <input type="checkbox"/> Public Building <input type="checkbox"/> Trade/service <input type="checkbox"/> Health care facility <input type="checkbox"/> Residential institution <input type="checkbox"/> Lake/river <input type="checkbox"/> Other						27. CONDITION CODE(S) See reference sheet							
28. COMPLAINT REPORTED BY DISPATCH (select one) See Reference sheet Neck Pain						29. EMERGENCY MEDICAL DISPATCH PERFORMED <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, With Pre-Arrival Instructions <input type="checkbox"/> Yes, Without Pre-Arrival Instructions <input type="checkbox"/> Unknown <input type="checkbox"/> N/A						30. CMS LEVELS OF SERVICE <input checked="" type="checkbox"/> BLS, Emergency <input type="checkbox"/> BLS <input type="checkbox"/> ALS, Level 1 Emergency <input type="checkbox"/> ALS Lev 1 <input type="checkbox"/> ALS, Level 2 <input type="checkbox"/> Helicopter <input type="checkbox"/> Paramedic Intercept <input type="checkbox"/> Airplane <input type="checkbox"/> Specially Care <input type="checkbox"/> Not Applicable							
31. NUMBER OF PATIENTS AT SCENE <input type="checkbox"/> Single <input type="checkbox"/> None <input checked="" type="checkbox"/> Multiple <input type="checkbox"/> N/A						32. MASS CASUALTY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A						33. PRIMARY ROLE OF THE UNIT <input checked="" type="checkbox"/> Transport <input type="checkbox"/> Supervisor <input type="checkbox"/> Non-transport <input type="checkbox"/> Rescue							
34. Begin ODOMETER READINGS				35. Arrive				36. Destination				37. End							
0.0				10				19.0				18.0							
38. DEST ZIP				39. ORIG FAC ID				40. REG FAC ID				41. LATITUDE							
73439																			
42. PATIENT LAST NAME				43. PATIENT FIRST NAME				44. MI											
Thomas				CYNTHIA				G											
45. PATIENT ADDRESS						46. SAME AS INCIDENT ADDRESS						47. PATIENT CITY							
4103 Kaler RD												Himston							
48. STATE		49. PATIENT ZIP CODE				50. COUNTY		51. PT TELEPHONE NUMBER				52. RACE (single-choice)							
OK		73439-41814				48		580-775-2367				<input type="checkbox"/> American Indian/Alaska Nat <input type="checkbox"/> African American/Black <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Pac Islander <input type="checkbox"/> White <input type="checkbox"/> Other							
53. ETHNICITY		54. GENDER				55. AGE				56. AGE UNITS				57. DATE OF BIRTH					
<input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Not Hispanic		<input type="checkbox"/> Male <input type="checkbox"/> Female								<input type="checkbox"/> Hours <input type="checkbox"/> Days <input type="checkbox"/> Months <input type="checkbox"/> Years									
58. SOCIAL SECURITY NUMBER												59. PRIMARY PAYMENT METHOD							
												<input type="checkbox"/> Not billed <input type="checkbox"/> Unknown <input type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> Medicare <input type="checkbox"/> Other Government <input type="checkbox"/> Self Pay <input type="checkbox"/> Not Available <input type="checkbox"/> Insurance <input type="checkbox"/> Medicaid <input type="checkbox"/> Not Applicable							
Medicare #: 440748045A Insurance 1 #:												Medicaid #:				Insurance 2 #:			
<input type="checkbox"/> I have been given notice of HIPPA Privacy Practices. <input type="checkbox"/> This is to certify that I am refusing treatment/transport. I have been informed of the risk(s) involved, and thereby release the ambulance service, its attendants, and its affiliates from responsibility that may result from this action.																			
<input checked="" type="checkbox"/> Patient Authorization & Release: I, the undersigned, hereby authorize MCEMS ("Provider") to provide me with emergency or non-emergency transportation and/or any medical treatment or services it deems necessary. I acknowledge that I am responsible for paying for all charges based of Providers current billing rates, regardless of whether or not I personally requested emergency medical services (EMS) originally. I hereby assign to Provider all my insurance and third party agency benefits for EMS and authorize such benefits to be paid to Provider. I authorize the release of any medical, hospital, or other records or information about me, or my dependents to my insurance carriers in order to determine insurance or other third party benefits for EMS to which my dependents or I may be entitled.																			
Witness				Date/Time				Patient/Guardian				Date/Time							
C. Thomas				12/20/12				Cynthia Thomas											

660.80-

1 Original 2

Page 2

Report Number from 1st page: 121950		PATIENT NAME from 1st page: THOMAS		INCIDENT DATE from 1st page: 12-20-2017	
CHIEF COMPLAINT					
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> NECESSITY FOR SERVICE Upon Arrival, Patient Found in: <input type="checkbox"/> Ambulatory <input type="checkbox"/> Wristed <input type="checkbox"/> Seated <input type="checkbox"/> Recumbent <input type="checkbox"/> Wheelchair <input type="checkbox"/> Bed <input type="checkbox"/> Gurney/exam table <input type="checkbox"/> Floor <input type="checkbox"/> Other: COR </div> <div style="width: 48%;"> Whe stretcher necessary? <input type="checkbox"/> Unable to sit upright <input type="checkbox"/> Unable to balance in sitting position <input type="checkbox"/> Unconscious/shock <input type="checkbox"/> Resp. physical restraint <input type="checkbox"/> Severe hemorrhage <input type="checkbox"/> Bed Confined <input type="checkbox"/> Facial position <input type="checkbox"/> Contractures <input type="checkbox"/> Paralyzed <input type="checkbox"/> MI <input type="checkbox"/> Unstable post fracture <input type="checkbox"/> Acute stroke <input type="checkbox"/> MVC <input type="checkbox"/> Other </div> <div style="width: 48%;"> Patient moved to stretcher via <input type="checkbox"/> Total lift <input type="checkbox"/> Draw sheet <input type="checkbox"/> Other: WALK <input type="checkbox"/> Old patient <input type="checkbox"/> Vomit <input type="checkbox"/> Complaint of nausea <input type="checkbox"/> Complaint of pain </div> <div style="width: 48%;"> Was patient <input type="checkbox"/> Incontinent <input type="checkbox"/> Combative <input type="checkbox"/> Confused/delirious <input type="checkbox"/> Oily <input type="checkbox"/> Weak <input type="checkbox"/> Other </div> <div style="width: 48%;"> Did patient require <input type="checkbox"/> IV <input type="checkbox"/> Syringe/hold back <input type="checkbox"/> Drug therapy <input type="checkbox"/> Oxygen <input type="checkbox"/> Intubation <input type="checkbox"/> Ventilator <input type="checkbox"/> EKG monitor <input type="checkbox"/> Chemo <input type="checkbox"/> Other </div> <div style="width: 48%;"> Patient placed in <input type="checkbox"/> Ambulating <input type="checkbox"/> Gurney/exam table <input type="checkbox"/> Wheelchair <input type="checkbox"/> Bed <input type="checkbox"/> Gurney/exam table <input type="checkbox"/> Other </div> </div>					
61. PATIENT MEDICAL HISTORY		62. PATIENT MEDICATION HISTORY		63. PATIENT MEDICATION ALLERGIES SUTHA	
64. NARRATIVE: UPON ARRIVAL Seated in mobile command center Pt refused spinal padding erect collar Pt walked to get cross section to get Pt was transported to T.M.C. without change. Pt core was transferred to L.M.C. ER staff.					
Receiving Facility: T.M.C. I received a verbal & written report on the care of this patient: [Signature]					
INITIAL & FINAL VITAL SIGNS <input type="checkbox"/> Not Applicable GLASGOW COMA SCALE <input type="checkbox"/> Not Applicable					
65. Time	66. Pulse	67. Resp	68. SBP	69. DBP	70. Method BP
1305	92	16	161	88	<input type="checkbox"/> Arterial Line <input type="checkbox"/> Auto Cuff <input type="checkbox"/> Manual Cuff <input type="checkbox"/> Palpate Cuff <input type="checkbox"/> Venous Line
1305	99	16	155	110	<input type="checkbox"/> Arterial Line <input type="checkbox"/> Auto Cuff <input type="checkbox"/> Manual Cuff <input type="checkbox"/> Palpate Cuff <input type="checkbox"/> Venous Line
71. LOC	72. O2 Sat	73. EKG	74. Skin	75. Pupil	76. Eyes
A	98	See Reference Sheet	<input type="checkbox"/> Warm <input type="checkbox"/> Cool <input type="checkbox"/> Dry <input type="checkbox"/> Moist <input type="checkbox"/> Cyanotic <input type="checkbox"/> Diaphoretic	<input type="checkbox"/> Left Normal <input type="checkbox"/> Constricted <input type="checkbox"/> Dilated <input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Right Normal <input type="checkbox"/> Constricted <input type="checkbox"/> Dilated <input type="checkbox"/> Non-Responsive
A	94	See Reference Sheet	<input type="checkbox"/> Warm <input type="checkbox"/> Cool <input type="checkbox"/> Dry <input type="checkbox"/> Moist <input type="checkbox"/> Cyanotic <input type="checkbox"/> Diaphoretic	<input type="checkbox"/> Left Normal <input type="checkbox"/> Constricted <input type="checkbox"/> Dilated <input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Right Normal <input type="checkbox"/> Constricted <input type="checkbox"/> Dilated <input type="checkbox"/> Non-Responsive
77. Verbal	78. Motor	79. GCS Score			
15	15	15			
MEDICATIONS <input type="checkbox"/> None <input type="checkbox"/> Not Applicable					
80. Time	81. Medication Given See Reference sheet	82. Meds Administered By:	83. Med Complications See Reference Sheet	84. Medication Authorization	
		CM 1 CM 2 CM 3		<input type="checkbox"/> Protocol (Standing Order) <input type="checkbox"/> On-Line <input type="checkbox"/> N/A <input type="checkbox"/> Written Orders (Patient Specific) <input type="checkbox"/> On-Scale	
		CM 1 CM 2 CM 3		<input type="checkbox"/> Protocol (Standing Order) <input type="checkbox"/> On-Line <input type="checkbox"/> N/A <input type="checkbox"/> Written Orders (Patient Specific) <input type="checkbox"/> On-Scale	
		CM 1 CM 2 CM 3		<input type="checkbox"/> Protocol (Standing Order) <input type="checkbox"/> On-Line <input type="checkbox"/> N/A <input type="checkbox"/> Written Orders (Patient Specific) <input type="checkbox"/> On-Scale	
Procedures <input type="checkbox"/> None <input type="checkbox"/> Not Applicable					
85. Time	86. Procedure See Reference sheet	87. # Attempts	88. Successful	89. Done By:	90. Procedure Complications See reference sheet
13:05	Check Vitals	1	YES NO NA	CM 1 CM 2 CM 3	
			YES NO NA	CM 1 CM 2 CM 3	
			YES NO NA	CM 1 CM 2 CM 3	
SYMPTOMS 91. P=PRIMARY <input type="checkbox"/> N/A 92. A=ASSOCIATED <input type="checkbox"/> N/A					
P A <input type="checkbox"/> Transport Only <input type="checkbox"/> None <input type="checkbox"/> Bleeding <input type="checkbox"/> Breathing <input type="checkbox"/> Change in Respir. <input type="checkbox"/> Choking <input type="checkbox"/> Death		P A <input type="checkbox"/> Device/Equip Problem <input type="checkbox"/> Diarrhea <input type="checkbox"/> Drainage/Discharge <input type="checkbox"/> Fever <input type="checkbox"/> Malaise <input type="checkbox"/> Mucous Lesion <input type="checkbox"/> Mental/psych		P A <input type="checkbox"/> Nausea/Vomiting <input type="checkbox"/> Pain <input type="checkbox"/> Pruritus <input type="checkbox"/> Rash/itching <input type="checkbox"/> Swelling <input type="checkbox"/> Weakness <input type="checkbox"/> Wound	
PROVIDER IMPRESSION					
P S <input type="checkbox"/> Abdominal pain <input type="checkbox"/> Altered LOC <input type="checkbox"/> Behavior/psych <input type="checkbox"/> Cardiac arrest <input type="checkbox"/> Cardiac arrhythmia <input type="checkbox"/> Chest pain <input type="checkbox"/> CHF <input type="checkbox"/> COPD		P S <input type="checkbox"/> Diabetic <input type="checkbox"/> Electrolyte <input type="checkbox"/> Hypertension <input type="checkbox"/> Hypothermia <input type="checkbox"/> Hypovolemia/shock <input type="checkbox"/> Inhal injury/toxic gas <input type="checkbox"/> Inhalation smoke <input type="checkbox"/> Obvious Death <input type="checkbox"/> Poisoning drug OD <input type="checkbox"/> Respiratory distress			
93. P=PRIMARY <input type="checkbox"/> N/A 94. S=SECONDARY <input type="checkbox"/> N/A					
95. CHIEF COMPLAINT ANATOMIC LOCATION <input type="checkbox"/> Not Applicable					
<input type="checkbox"/> Abdomen <input type="checkbox"/> Back <input type="checkbox"/> Chest		<input type="checkbox"/> Extremity Lower <input type="checkbox"/> Extremity Upper <input type="checkbox"/> General/Global			
96. CHIEF COMPLAINT ORGAN SYSTEM <input type="checkbox"/> Not Applicable					
<input type="checkbox"/> Endocrine/Metabolic <input type="checkbox"/> Cardiovascular <input type="checkbox"/> CNS/Neuro <input type="checkbox"/> Global		<input type="checkbox"/> Musculoskeletal <input type="checkbox"/> Pulmonary <input type="checkbox"/> OB/GYN <input type="checkbox"/> Renal <input type="checkbox"/> Skin			
97. CHIEF COMPLAINT ORGAN SYSTEM <input type="checkbox"/> Not Applicable					
<input type="checkbox"/> Endocrine/Metabolic <input type="checkbox"/> Cardiovascular <input type="checkbox"/> CNS/Neuro <input type="checkbox"/> Global		<input type="checkbox"/> Musculoskeletal <input type="checkbox"/> Pulmonary <input type="checkbox"/> OB/GYN <input type="checkbox"/> Renal <input type="checkbox"/> Skin			
98. INCIDENT WORK RELATED <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Not Applicable					
99. CARDIAC ARREST <input type="checkbox"/> Not Applicable <input type="checkbox"/> Yes, Prior to Arrival <input type="checkbox"/> Yes, After Arrival <input type="checkbox"/> No					
100. RESUSCITATION (mRt) <input type="checkbox"/> Not Applicable <input type="checkbox"/> None-DOA <input type="checkbox"/> Defibrillation <input type="checkbox"/> None-OB/PM/AR <input type="checkbox"/> Ventilation <input type="checkbox"/> None-Signs of Life <input type="checkbox"/> Chest Comp					
101. TIME OF ARREST (mins) <input type="checkbox"/> Not Applicable <input type="checkbox"/> 0-2 <input type="checkbox"/> 2-4 <input type="checkbox"/> 4-6 <input type="checkbox"/> 6-10 <input type="checkbox"/> 10-15 <input type="checkbox"/> 15-20 <input type="checkbox"/> >20					
102. Arrest Witnessed By: <input type="checkbox"/> Not Applicable <input type="checkbox"/> Lay Person <input type="checkbox"/> Healthcare Provider <input type="checkbox"/> Not Witnessed					
103. CAUSE OF ARREST <input type="checkbox"/> Not Applicable <input type="checkbox"/> Unknown <input type="checkbox"/> Presumed Cardiac <input type="checkbox"/> Trauma <input type="checkbox"/> Drowning <input type="checkbox"/> Respiratory <input type="checkbox"/> Electrolyte <input type="checkbox"/> Other					

Page 3

Report Number from 1 st page: 7117A950		PATIENT LAST NAME from 1 st page: TADOMAS		INCIDENT DATE from 1 st page: 12-20-2012	
STEMI: 104. 12-lead EKG used: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		105. Transmitted for interpretation: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
106. ECG Interpretation (Indicate all): <input type="checkbox"/> Normal <input type="checkbox"/> Sinus Bradycardia <input type="checkbox"/> Sinus Tachycardia <input type="checkbox"/> Sinus Arrhythmia <input type="checkbox"/> Sinus Block <input type="checkbox"/> Atrial Fibrillation <input type="checkbox"/> Atrial Flutter <input type="checkbox"/> Ventricular Tachycardia <input type="checkbox"/> Ventricular Fibrillation <input type="checkbox"/> Bundle Branch Block <input type="checkbox"/> Premature Beats <input type="checkbox"/> ST Segment Depression <input type="checkbox"/> ST Segment Elevation <input type="checkbox"/> QT Interval Prolongation <input type="checkbox"/> QT Interval Shortening <input type="checkbox"/> Other: _____		107. ST Segment: <input type="checkbox"/> Normal <input type="checkbox"/> Depression <input type="checkbox"/> Elevation <input type="checkbox"/> Other: _____			
108. PRIOR AID RECEIVED PRIOR TO ARRIVAL OF UNIT See Ref Sheet:		109. PRIOR AID PERFORMED BY: <input type="checkbox"/> EMS Provider <input type="checkbox"/> Other Health Care Provider <input type="checkbox"/> Lay Person <input type="checkbox"/> Unknown <input type="checkbox"/> N/A			
110. PRIOR AID PROCEDURES (Detail Medication(s) used):		111. OUTCOME OF PRIOR AID: <input type="checkbox"/> Improved <input type="checkbox"/> Unchanged <input type="checkbox"/> Worse <input type="checkbox"/> Unknown <input type="checkbox"/> N/A			
112. BARRIERS TO EFFECTIVE CARE (multi-choice): <input type="checkbox"/> Not applicable <input type="checkbox"/> Developmentally Impaired <input type="checkbox"/> Unattended/Unsupervised (including minors) <input type="checkbox"/> Hearing Impaired <input type="checkbox"/> Language <input type="checkbox"/> Physically Impaired <input type="checkbox"/> Physically Restrained <input type="checkbox"/> Speech Impaired <input type="checkbox"/> Unconscious <input type="checkbox"/> None					
113. TRAUMA PRESENT: <input type="checkbox"/> Not applicable <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		114. CAUSE OF INJURY: <input type="checkbox"/> Not applicable <input type="checkbox"/> MVA <input type="checkbox"/> See Reference Sheet		115. MECHANISM OF INJURY: <input type="checkbox"/> Not applicable <input type="checkbox"/> Blunt <input type="checkbox"/> Sharp <input type="checkbox"/> Gun <input type="checkbox"/> Other <input type="checkbox"/> Not Known	
116. HOSPITAL TEAM NOTIFIED: <input type="checkbox"/> Not applicable <input type="checkbox"/> Trauma <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> STEMI		117. TIME HOSPITAL TRAUMA TEAM NOTIFIED:		118. TRAUMA TRIAGE LEVEL: <input type="checkbox"/> Not applicable <input type="checkbox"/> Priority 1 <input type="checkbox"/> Priority 2 <input type="checkbox"/> Priority 3	
119. TRAUMA TRIAGE CRITERIA: <input type="checkbox"/> Not applicable <input type="checkbox"/> GCS < 13 <input type="checkbox"/> GCS Improving <input type="checkbox"/> Resp resulting from trauma <input type="checkbox"/> Hemodynamic compromise from trauma <input type="checkbox"/> Blunt trauma w/ hemodynamic trauma <input type="checkbox"/> Penetrating injury to trunk-neck-head <input type="checkbox"/> Penetrating injuries to extremities <input type="checkbox"/> Amputation proximal to wrist or ankle <input type="checkbox"/> Paralysis resulting from trauma <input type="checkbox"/> Flail chest <input type="checkbox"/> 2 or more proximal long-bone fractures <input type="checkbox"/> Open or depressed skull fractures <input type="checkbox"/> Unstable pelvis <input type="checkbox"/> PTS < 8 <input type="checkbox"/> SSA >= 10% <input type="checkbox"/> SSA < 10% <input type="checkbox"/> Other single system injury <input type="checkbox"/> Minor injuries		120. TIME REQUESTED:		121. TIME ARRIVED:	
122. TIME OF CARE TRANSFER:		123. REC AGENCY:		124. TRAUMA REFERRAL CENTER Triage Notified: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
125. TrC TRACKING: <input type="checkbox"/> N/A		126. Time NOTIFIED: <input type="checkbox"/> N/A			
127. VEHICULAR INJURY INDICATORS: <input type="checkbox"/> Not applicable <input type="checkbox"/> Dash Deformation <input type="checkbox"/> Fire <input type="checkbox"/> DOA Same Vehicle <input type="checkbox"/> Retained Seat Belt <input type="checkbox"/> Ejection <input type="checkbox"/> Side Pool Deformation <input type="checkbox"/> Spinal Injuries <input type="checkbox"/> Whiplash Injuries <input type="checkbox"/> Striking Wheel Deformation		128. USE OF SAFETY EQUIPMENT (MUCH): <input type="checkbox"/> Not applicable <input type="checkbox"/> None <input type="checkbox"/> Other: _____			
129. AIRBAG DEPLOYMENT: <input type="checkbox"/> Airbag Deployed Front <input type="checkbox"/> Airbag Deployed Other <input type="checkbox"/> Airbag Deployed Side <input type="checkbox"/> Airbag Not Deployed <input type="checkbox"/> Not applicable <input type="checkbox"/> No Airbag Present <input type="checkbox"/> Unknown		130. PATIENT POSITION: <input type="checkbox"/> Not applicable <input type="checkbox"/> Unknown <input type="checkbox"/> Driver <input type="checkbox"/> Left (non-driver) <input type="checkbox"/> Middle <input type="checkbox"/> Right <input type="checkbox"/> Other			
131. TYPE OF DESTINATION: <input type="checkbox"/> Home <input type="checkbox"/> Hospital <input type="checkbox"/> Medical Office/Clinic <input type="checkbox"/> Morgue <input type="checkbox"/> Nursing Home <input type="checkbox"/> Other EMS (specify) <input type="checkbox"/> Other <input type="checkbox"/> Not applicable		132. REASON FOR CHOOSING DESTINATION: <input type="checkbox"/> Closest <input type="checkbox"/> Diversion <input type="checkbox"/> Family Choice <input type="checkbox"/> Insurance <input type="checkbox"/> Law Enforcement Choice <input type="checkbox"/> Specialty Resource Center <input type="checkbox"/> Other: _____		133. ED DISPOSITION: <input type="checkbox"/> Admit-ICU <input type="checkbox"/> Admit-Other <input type="checkbox"/> Death <input type="checkbox"/> Release <input type="checkbox"/> Transferred <input type="checkbox"/> Unknown <input type="checkbox"/> N/A	
134. HOSPITAL DISPOSITION: <input type="checkbox"/> Death <input type="checkbox"/> Discharge <input type="checkbox"/> Transfer to other hosp <input type="checkbox"/> Transfer-nursing home <input type="checkbox"/> Transfer-other <input type="checkbox"/> Transfer-rehab <input type="checkbox"/> Unknown <input type="checkbox"/> N/A					
135. TYPE OF DELAY(S) (select all): <input type="checkbox"/> Not applicable <input type="checkbox"/> None <input type="checkbox"/> Call Uncooperative <input type="checkbox"/> High Call Volume <input type="checkbox"/> Language Barrier <input type="checkbox"/> Location (inability to obtain) <input type="checkbox"/> No Unit Available <input type="checkbox"/> Safety Conditions <input type="checkbox"/> Technical Failure <input type="checkbox"/> Other		136. TYPE OF DELAY(S) (select all): <input type="checkbox"/> Not applicable <input type="checkbox"/> None <input type="checkbox"/> Crowd <input type="checkbox"/> Discharge <input type="checkbox"/> Distance <input type="checkbox"/> Diversion <input type="checkbox"/> HazMat <input type="checkbox"/> Safety Conditions <input type="checkbox"/> Staff Delay <input type="checkbox"/> Traffic <input type="checkbox"/> Vehicle Crash <input type="checkbox"/> Vehicle Failure <input type="checkbox"/> Weather <input type="checkbox"/> Other		137. TYPE OF DELAY(S) (select all): <input type="checkbox"/> Not applicable <input type="checkbox"/> None <input type="checkbox"/> Crowd <input type="checkbox"/> Discharge <input type="checkbox"/> Distance <input type="checkbox"/> Diversion <input type="checkbox"/> Extraction > 20 Min <input type="checkbox"/> HazMat <input type="checkbox"/> Language Barrier <input type="checkbox"/> Safety Conditions <input type="checkbox"/> Staff Delay <input type="checkbox"/> Traffic <input type="checkbox"/> Vehicle Crash <input type="checkbox"/> Vehicle Failure <input type="checkbox"/> Weather <input type="checkbox"/> Other	
138. TYPE OF DELAY(S) (select all): <input type="checkbox"/> Not applicable <input type="checkbox"/> None <input type="checkbox"/> Crowd <input type="checkbox"/> Discharge <input type="checkbox"/> Distance <input type="checkbox"/> Diversion <input type="checkbox"/> HazMat <input type="checkbox"/> Safety Conditions <input type="checkbox"/> Staff Delay <input type="checkbox"/> Traffic <input type="checkbox"/> Vehicle Crash <input type="checkbox"/> Vehicle Failure <input type="checkbox"/> Weather <input type="checkbox"/> Other		139. TYPE OF DELAY(S) (select all): <input type="checkbox"/> Not applicable <input type="checkbox"/> None <input type="checkbox"/> Crowd <input type="checkbox"/> Discharge <input type="checkbox"/> Distance <input type="checkbox"/> Diversion <input type="checkbox"/> Extraction > 20 Min <input type="checkbox"/> HazMat <input type="checkbox"/> Language Barrier <input type="checkbox"/> Safety Conditions <input type="checkbox"/> Staff Delay <input type="checkbox"/> Traffic <input type="checkbox"/> Vehicle Crash <input type="checkbox"/> Vehicle Failure <input type="checkbox"/> Weather <input type="checkbox"/> Other		140. TYPE OF DELAY(S) (select all): <input type="checkbox"/> Not applicable <input type="checkbox"/> None <input type="checkbox"/> Crowd <input type="checkbox"/> Discharge <input type="checkbox"/> Distance <input type="checkbox"/> Diversion <input type="checkbox"/> Extraction > 20 Min <input type="checkbox"/> HazMat <input type="checkbox"/> Language Barrier <input type="checkbox"/> Safety Conditions <input type="checkbox"/> Staff Delay <input type="checkbox"/> Traffic <input type="checkbox"/> Vehicle Crash <input type="checkbox"/> Vehicle Failure <input type="checkbox"/> Weather <input type="checkbox"/> Other	
141. CREW MEMBER INFORMATION (for 142. CREW MEMBER ID NUMBER 143. LEVEL OF SERVICE 144. CREW MEMBER ROLE					
Crew Member #1: 64586		Crew Member #2: 10132		Crew Member #3: _____	
Crew Member Signature: _____		Crew Member Signature: _____		Crew Member Signature: _____	
Crew Member Role: <input type="checkbox"/> Primary Patient Caregiver <input type="checkbox"/> Driver <input type="checkbox"/> Secondary Patient Caregiver <input type="checkbox"/> Other		Crew Member Role: <input type="checkbox"/> Primary Patient Caregiver <input type="checkbox"/> Driver <input type="checkbox"/> Secondary Patient Caregiver <input type="checkbox"/> Other		Crew Member Role: <input type="checkbox"/> Primary Patient Caregiver <input type="checkbox"/> Driver <input type="checkbox"/> Secondary Patient Caregiver <input type="checkbox"/> Other	

MR4

NEUROSCIENCE SPECIALISTS

Brent N. Hisey, M.D. • Donald D. Horton, M.D.
14100 Parkway Commons Drive, Suite 201 • Oklahoma City, OK 73134
(405) 242-4720 • Fax (405) 242-4933

Brent N. Hisey, M.D.

September 25, 2013

Pamela Ahearn, M.D.
P.O. Box 960251
Oklahoma City, OK 73196
580-564-0201

RE: Cynthia F. Thomas

Dear Dr. Ahern:

Today I had the pleasure of seeing Cynthia Thomas who I previously evaluated for her lumbar spine in 2010. She now reports that she was involved in a motor vehicle accident on December 20, 2012, at which time she suffered a significant whiplash injury. Today she describes cervical spine pain, muscle spasms, and headaches, and pain that radiates into the right shoulder girdle and upper extremity.

DIAGNOSTIC STUDIES: She has undergone MRI scanning which I reviewed. ~~There are no disk protrusions at C4-5, C5-6 and C6-7.~~

PAST MEDICAL HISTORY: A patient medical history questionnaire was filled out and is contained in my chart. This was reviewed. Her history is significant for anemia, anxiety and headaches. Drug allergies are to sulfa medications. Current medications are Flexeril and zolpidem. Previous surgeries include two C-sections and a lumbar surgery in 2009. She does smoke one pack-per-day. She denies the use of alcohol.

EXAMINATION: She is awake and alert, 5'0.5". Her motor function is 5/5 in the deltoids, biceps, triceps, grip and hand intrinsic musculature. Reflexes are zero to 1+. Sensory examination is intact. There is no muscle wasting.

IMPRESSION: I think she is symptomatic from her cervical disk spaces.

RECOMMENDATIONS: She would like to try conservative care. I placed her in physical therapy in Durant three times a week for six weeks and then I will see her back for follow-up. If she is not significantly better then we will decide about proceeding with cervical discography.

Neurosurgeons • Stan Pelofsky, MD, Robert Remondino, MD, Benjamin White, MD, Brian Snell, MD
Eric Friedman, MD, Michael Hahn, II, MD, Robert E. Tibbs, Jr., MD, Robert J. Wiensacke, MD, Fadi Nasr, MD
Physical Medicine and Rehabilitation • A.J. Bisson, MD, Kim Bouvette, MD, Chris Bouvette, MD, Michael Brown, MD
Orthopedics • Kevin Hargrove, MD



Cynthia F. Thomas
September 25, 2013

I appreciate the referral and will keep you posted. If you have any questions, please contact my office.

Sincerely,



Brent N. Hisey, M.D.

BNH/rmd



PATIENT NAME: CINDY THOMAS
HOSPITAL NUMBER: 47076
DATE OF BIRTH: [REDACTED]
DATE OF PROCEDURE: 01/15/2014
PHYSICIAN: Stephen Andrade, M.D.

PROCEDURE NOTE

INDICATIONS:

Ms. Thomas is a 50-year-old female patient who complains of neck pain with chronic headaches and pain also radiating to the intrascapular region and also bilateral arm numbness. This has been a chronic pain going on for at least a year. She has been treated with some oral medications and physical therapy, but still has persistent pain. Her MRI does show a degenerated disc at C5-6, C6-7, and C7. The patient has been referred by Dr. Hisey for a cervical discogram study.

PREPROCEDURE DIAGNOSES:

1. Chronic neck pain.
2. Chronic headaches.
3. Bilateral arm numbness.
4. Cervical disc disruption.

POSTPROCEDURE DIAGNOSES:

1. Chronic neck pain.
2. Chronic headaches.
3. Bilateral arm numbness.
4. Cervical disc disruption.

PROCEDURE:

Cervical discography.

ATTENDING PHYSICIAN:
Stephen A. Andrade, M.D.

ANESTHESIA:

Conscious sedation with Versed and fentanyl.

PROCEDURE IN DETAIL: The patient was placed in the supine position. The patient was given 2 mg of Versed intravenously and 50 mcg of fentanyl intravenously as directed by Dr. Andrade for conscious sedation. The anterior neck was sterilely prepped and



Page 2

PATIENT NAME: CINDY THOMAS
HOSPITAL NUMBER: 47076
DATE OF BIRTH: 10/03/1963
PHYSICIAN: Stephen Andrade, M.D.
DATE OF PROCEDURE: 01/15/2014

draped. Fluoroscopic visualization of the C3-4, C4-5, C5-6, and C6-7 discs was accomplished. The carotid and the esophagus were retracted away from the anterior surface of the cervical discs. Using a right sided anterior approach, single #25-gauge needles were advanced into the centrum of the C3-4, C4-5, C5-6, and C6-7 discs. AP and lateral views were taken to confirm correct needle tip position within the centrum of each of those discs. This was followed by an injection of a solution containing Isovue radiographic dye and Ancef into each disc. The volume of injection was documented and the patient's response to the pressurization was documented and recorded. The needles were removed and found intact. The patient tolerated the procedure well. There were no complications.

FINDINGS:

1. The C3-4 disc. Production of concordant neck pain. 0.2 mL injection. Firm endpoint to injection.
2. The C4-5 disc. Production of concordant neck pain. 0.2 mL injection.
3. The C5-6 disc. Production of concordant neck pain. 0.3 mL injection.
4. The C6-7 disc. Production of concordant neck pain. 0.3 mL injection.

SUMMARY OF FINDINGS:

The patient has 4-level cervical discogenic pain. All discs tested produced concordant symptomatology. All discs do appear to have annular tears noted within the disc structure.

PLAN:

1. The patient will be instructed to follow up with her referring physician.



Stephen Andrade, M.D.

SA/epms

D: 01-15-14 3:51 pm
T: 01-15-14 6:42 pm
VF# 88458412



A Liberty Mutual Company

Safeco Insurance Company of America
Inside Claims Specialist - PIP/Med Pay
1400 South Highway Drive
Fenton, MO 63026

Mailing Address:
P.O. Box 515097
Los Angeles, CA 90051-5097

Phone: (800) 332-3226
Fax: (888) 268-8840

January 2, 2013

Cynthia L Thomas
4103 Keeler Rd
Kingston, OK 73439-4514

Insured Name: Willie Thomas Cynthia L Thomas
Policy Number: Y6641757
Loss Date: December 20, 2012
Claim Number: 120431615039

Dear Ms. Cynthia L Thomas:

This letter will provide you with instructions on how to submit a claim for your medical expenses.

Primary Medical Pay Coverage

Your policy provides a type of coverage known as "Medical Payments Coverage." This coverage is designed to pay for medical expenses as a result of your auto accident. This coverage is primary over your health insurance and you need to first submit your medical bills to Safeco Insurance Company of America. We will pay all reasonable and necessary accident-related medical bills up to your policy limits of \$2,000.

How to submit a claim:

Sign the enclosed Medical Authorization and return it in the envelope provided.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.



Page 2
Willie Thomas Cynthia L. Thoma
January 2, 2013

If you have any questions concerning this coverage, please contact me at the number below.

Sincerely,

Brenda Boylan

Brenda Boylan
Inside Claims Specialist - PIP/Med Pay
Safeco Insurance Company of America
Phone: (800) 332-3226 Ext: 628749
Fax: (888) 268-8840
brenda.boylan@safeco.com

Enclosure: Medical Authorization Form and Envelope



A Liberty Mutual Company

Safeco Insurance Company of America

24001 E Mission Ave #100
Liberty Lake, WA 99019Mailing Address:
PO Box 3838
Spokane, WA 99220Phone: (800) 332-3226
(509) 892-3317
Fax: (888) 268-8840

January 8, 2013

Cynthia L Thomas
4103 Keeler Rd
Kingston, OK 73439-4514

Insured Name:	Willie Thomas Cynthia L Thomas
Policy Number:	Y6641757
Loss Date:	December 20, 2012
Claim Number:	120431615039

Dear Mrs. Cynthia L Thomas:

Please take a moment to read this entire letter as it will fully explain how your total loss and the sale of the salvage will be handled. It is important that you understand this process so that we are able to pay your claim as quickly as possible.

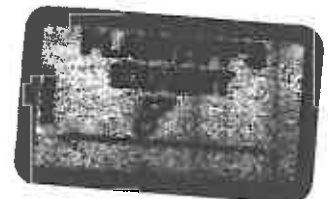
Thank you for taking the time to discuss your collision loss with us. The value of your 2003 CHEVROLET VENTURE 1GNDX03E83D162404 was determined based on similar vehicles for sale in your local market, considering pre-accident condition, accessories, options, and mileage. Per our conversation, we discussed the following:

	Company Retains
Actual Cash Value:	\$3,701.00
Applicable Taxes/Fees:	\$209.33
Less Deductible:	- \$2,000.00
Total Payout for Total Loss:	\$1,910.33

Upon receipt of your properly signed title and verification that your vehicle has arrived at our salvage yard, we will send payment to your lien holder and any remaining equity to you. **Cashing this check does not release any portion of your claim.** ***Please reference the enclosed title instructions.

In order for us to process your claim as quickly as possible, we ask that you return your properly signed paperwork by January 23, 2013.

If you are currently in a rental car authorized by us, please be aware that your vehicle is due back by January 15, 2013. Any costs incurred regarding a rental vehicle after this date will be your responsibility.



Page 2
Willie Thomas Cynthia L. Thom
January 8, 2013

Please contact your agent to discuss the removal of this vehicle from your policy. Your agent is your best resource for policy issues. They can answer your questions about how this claim may affect your policy.

Please continue to make your monthly loan payment at this time. If you have any questions regarding making any further loan payments, please contact your lien holder.

In order to process the salvage of your vehicle, we need the following from you:

Title: Please sign title and send to the mailing address below. Please make sure if a "Lien Holder" is listed on the title that they have released their interest to the vehicle either on the title itself or on a separate document. Please forward any such documents with your title. We are enclosing instructions on how to sign a title from your specific state. Please remember that a title is a legal document and the state will not process a title that has been altered in any way. This means no scratch-outs, no "white-out" and do not write any unnecessary information anywhere else on the title. Please read this information carefully as your payment will be delayed if this legal document is not signed properly. Titles not signed correctly will only delay the process and in most instances, delay the processing of your payment. If you have any questions prior to signing the title, please call and I will be happy to help you out.

Keys: Please send any spare keys with your paperwork.

Mailing Address for Title:

COPART AUTO AUCTIONS
LOT#: 30218132
2829 SE 15TH ST
OKLAHOMA CITY, OK 73129

Sincerely,



Laurel Messinger
Senior Inside Claims Representative
Safeco Insurance Company of America
(800) 332-3226 Ext: 343317
(509) 892-3317 Fax: (888) 268-8840
Laurel.Messinger@Safeco.com

Safeco InsuranceTM

A Liberty Mutual Company

Safeco Insurance Company of America

P O Box 515097
Los Angeles, CA 90051-5097

Mailing Address:

P O Box 515097
Los Angeles, CA 90051-5097

Phone: (800) 332-3226

(800) 332-3226

Fax: (888) 268-8840

January 25, 2013

Willie Thomas Cynthia L Thomas
4103 Keeler Rd
Kingston, OK 73439-4514

Insured Name: Willie Thomas Cynthia L Thomas
 Policy Number: Y6641757
 Loss Date: December 20, 2012
 Claim Number: 120431615039

Claim # 13R 50003
Michael R. Hoff
405-265-5426
Edna Vasson
405-265-2693

Dear Willie Thomas Cynthia L Thomas:

The Subrogation Department has been added to the claims team servicing your above referenced loss. Subrogation will direct an effort to collect monies from the responsible party as determined by our claims investigation. We will also attempt to recover applied deductible amounts and any other documented out-of-pocket expenses you incurred from this claim.

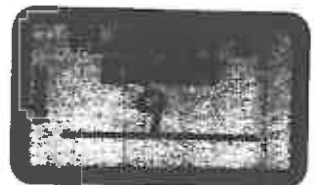
The responsible party or their insurance company may approach you with an offer of settlement for your damages. Please contact the Subrogation Department prior to entering into any settlement or signing a FULL RELEASE with the adverse party, as this may jeopardize our ability to exercise our right to recover payment. Please refer to the General Provisions portion of your policy. It states, in part:

OUR RIGHT TO RECOVER PAYMENT

- A. "If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after the loss to prejudice them.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us proceeds of the recovery; and
 2. Reimburse us to the extent of our payment."

Every effort will be made to resolve this matter as quickly as possible. The recovery process can be lengthy and complex and a successful recovery cannot be guaranteed. Throughout our efforts to collect monies from the responsible party or their insurance carrier, it may be necessary to use copies of your repair bills, rental bills, medical records and/or medical bills as supporting documentation. Depending on the issues that arise during the process, your assistance may be needed. We thank you in advance for your continued cooperation.

American Farmers



Page 2

Willie Thomas Cynthia L Thomas
January 25, 2013

For all questions regarding your claim, please continue to call 800-332-3226. A Service Center Representative will assist you or direct your call to the appropriate party.

Sincerely,

Subrogation Department

Safeco Insurance Company of America
(800) 332-3226
(800) 332-3226 Fax: (888) 268-8840

James Dunn & Associates, P.A.

1 PAGE VIA FACSIMILE (888) 268-8840

September 20, 2013

Safeco Insurance
Adj: Brenda Boylan
P.O. Box 515097
Los Angeles, CA 90051-5097

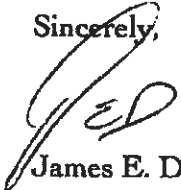
Re: Our Client: Cynthia Thomas
Your Insured: Willie & Cynthia Thomas
Claim No.: 120431615039
Loss Date: December 20, 2012

To Whom It May Concern:

Please be advised that I represent the above-identified client. ~~This is your notice of my attorney's lien, the above-identified accident and of a U.M./U.I.M. and Medpay claim.~~ To date, we have not determined the status our client's, your insured's, claim. ~~Therefore, we are requesting that you immediately forward us a copy of the respective Declaration Sheet, Official Uninsured Motorist Coverage Law form that requires you to offer your insured Uninsured Motorist Coverage, and a certified copy of the respective policy of insurance.~~ You should also forward us a copy of the Declaration Sheet and Official Uninsured Motorist Coverage Law for every person and/or automobile you insure which resides at our client's residence.

Please forward the above requested information immediately. You should not contact our client but direct all communications to us. Feel free to contact us if you have any questions or comments. We thank you in advance for your prompt reply.

Sincerely,


James E. Dunn



TX Result Report

P 1
09/20/2013 12:49
Serial No. ADJ010008646
TC: 558117

Destination	Start Time	Time	Prints	Result	Note
10.10.10.10	10:00:00	00:00:27	1	OK	

Note: TX: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Frame TX,
MIX: Mixed Original TX, CALL: Manual TX, CSNC: CSNC Fwd: Forward, PC: PC Fwd,
SND: Double-Sided Banding Direction, SP: Special Original, FCODE: F-code, HPA:
Relay, NAK: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax,
I-FAK: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full: Memory Full,
LOVR:Receiving length Over, POVER:Receiving page Over, FIL:File Error,
DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

James E. Drann

1 PAGE VIA FACSIMILE (888) 368-8840

**Safeco Insurance
Adj: Brenda Boylan
P.O. Box 515097
Los Angeles, CA 90051-5097**

September 20, 2013

Re: Our Client: Cynthia Thomas
Your Insured: Willie & Cynthia Thomas
Claim No.: 120431615039
Loss Date: December 20, 2012

To Whom It May Concern:

Please be advised that I represent the above-identified client. This is your notice of my attorney's lien, the above-identified accident and of a U.M./U.I.M. and Medpay claim. To date, we have not determined the status our client's, your insured's, claim. Therefore, we are requesting that you immediately forward us a copy of the respective Declaration Sheet, Official Uninsured Motorist Coverage Law form that requires you to offer your insured Uninsured Motorist Coverage, and a certified copy of the respective policy of insurance. You should also forward us a copy of the Declaration Sheet and Official Uninsured Motorist Coverage Law for every person and/or automobile you insure which resides at our client's residence.

Please forward the above requested information immediately. You should not contact our client but direct all communications to us. Feel free to contact us if you have any questions or comments. We thank you in advance for your prompt reply.

Sincerely,


James E. Dunn

James Dunn & Associates, P.L.L.C.

VIA U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED

March 28, 2014

Safeco Insurance
Attn: Brenda Boylan
PO BOX 515097
Las Angeles, CA 90051-5097

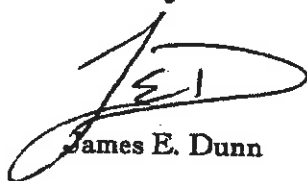
Re: Our Client: Cynthia Thomas
Your Insured: Willie & Cynthia Thomas
Claim #: 120431615039
DOL: 12-20-12

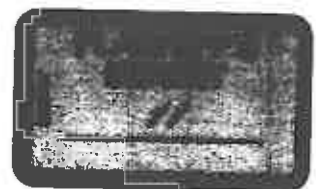
To Whom It May Concern:

For your records, please find enclosed the Official Oklahoma Traffic Collision Report, photographs, and medical records and medical bills received to date. As you are aware, our client was injured in the above referenced motor vehicle collision. To date, we have received \$14,849.80 in medical bills directly relating to the injuries sustained in the automobile collision herein. Our office has not received the records or bills pertaining to Excel Therapy. Once this information is received we will submit over to you for review. As such, the enclosures herein are sufficient information for you to evaluate my client's claim for the immediate tendering of the Medpay/UM funds.

Consider this my client's official demand for the tendering of the Medpay/UM funds to resolve my client's claims herein. You should tender all proceeds to this office and place my name on the check along with my client's name. If any of the Medpay/UM funds were previously tendered, please provide our office with an itemization of payments. We await your immediate tender of policy limits to settle this claim.

Sincerely,


James E. Dunn



U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		

Postmark
Here

Safeco Insurance
 ATTN: BRENDA BOYLAN
 P.O. Box 515097
 Las Angeles, CA. 90051-5097

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

Safeco Insurance
 ATTN: BRENDA BOYLAN
 P.O. Box 515097
 Las Angeles, CA. 90051-5097

COMPLETE THIS SECTION ON DELIVERY

A. Delivery Address
☒ 20500 Balshaw Avenue
 Carson, CA 90746
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Address different from item 1? ☐ Yes
 If delivery address below: ☐ No

3. Service Type
☒ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
 (Transfer from service label)
 7013 2630 0001 0011 0410

PS Form 3811, July 2013 Domestic Return Receipt

James Dunn & Associates, P.L.L.C.

VIA U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Safeco Insurance
Attn: Brenda Boylan
PO BOX 515097
Las Angeles, CA 90051-5097

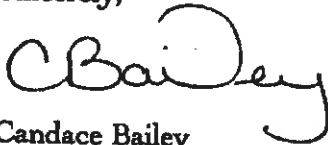
April 16, 2014

Re: Our Client: Cynthia Thomas
Your Insured: Willie & Cynthia Thomas
Claim #: 120431615039
DOL: 12-20-12

To Whom It May Concern:

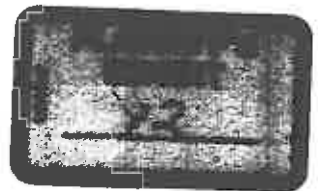
For your records, enclosed are the supplemental records and bills from Excel Therapy pertaining to the above referenced matter. If you should have any questions or concerns please feel free to contact me.

Sincerely,



Candace Bailey
Paralegal to James E. Dunn

Enclosures



U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	

Postmark Here

Safeco insurance
Attn: Brenda Boylan
PO BOX 515097
Los Angeles, CA 90051-5097

PS Form 3800, August 2006 See Reverse for Instructions

SENDER, COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Safeco insurance
Attn: Brenda Boylan
PO BOX 515097
Los Angeles, CA 90051-5097

RECIPIENT'S SECTION ON DELIVERY

A. **20500 Belshaw Avenue** ☐ Agent
☒ Addressee

B. **Rebecca Boylan** (Printed Name)

C. **02/05/15** Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☒ Certified Mail® ☐ Priority Mail Express™

☐ Registered ☒ Return Receipt for Merchandise

☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) **7013 2630 0001 0211 1400**

PS Form 3811, July 2013 Domestic Return Receipt

BORNE' CLAIM SERVICE
12220 WEST 770 ROAD
HULBERT, OKLAHOMA 74441
Telephone/Fax: (918) 772-6254

May 15, 2014

By Email

James E. Dunn
Attorney at Law
1138 N. Robinson Ave.
Oklahoma City, Okla. 73103

Re: Your Client : Cynthia Thomas
Our Insured : Junior Walter &/or Mary Hamon
Co. claim No. : 13R50003
Date of Loss : 12/20/12
Our File No. : 13953

Dear Mr. Dunn:

This letter will follow up our telephone conversation this date regarding the above captioned.

American Farmers & Ranchers Mutual Insurance Co. is tendering their limits of liability in the amount of \$25,000.00 to your client.

Per our discussion, an amount of \$5,000.00 should be held back pending Medicare's Final Conditional Payment Demand.

Also as we discussed, it will be necessary to obtain a W-9 from your firm as well as Excel Therapy. The W-9 must be an August, 2013 form.

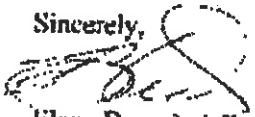
It is my understanding that you will obtain a UM Subro Waiver from your client's UM Carrier.

Once you have obtained this information, please contact me and I will forward to you the Release of All Claims and request your client's claim checks.

As you requested please find enclosed a copy of your client's bill from Oklahoma Spine Hospital for date of service 01/15/14.

Should you have any questions, please do not hesitate to call.

Sincerely,


Elona Borne', Adjuster
Borne' Claim Service

Cc: K. Tomlinson
AFR Insurance Co.

